

DE LAGE LANDEN

MASTER LEASE AGREEMENT

TO OUR VALUED CUSTOMER: This Master Lease Agreement ("Agreement") has been written in "Plain English". The words you and your are used in this Agreement to mean the Lessee identified below. The words we, us and our are used in this Agreement to mean the Lessor, which is DE LAGE LANDEN FINANCIAL SERVICES, INC. and any of its affiliates, subsidiaries, successors or assigns. Our address is 1111 Old Eagle School Road, Wayne, PA 19087.

LESSEE INFORMATION

Master Lease Agreement Number: 215

Lessee Name: Shapbas, L.L.C.
Street Address: 9000 River Road
City/State/Zip: Delair, NJ 08110

INSURANCE & TAXES You are required to provide and maintain insurance related to the Equipment, and to pay any property, use and other taxes related to this Agreement, any Master Lease Schedule to this Agreement or the Equipment. (See Sections 4 and 6 of this Agreement.)

TERMS AND CONDITIONS

1. LEASE; DELIVERY AND ACCEPTANCE. You agree to lease from us and we agree to lease to you the equipment and other items (collectively "Equipment") described in any Master Lease Schedule to this Agreement. The general terms and conditions of this Agreement will be incorporated by reference into each such Master Lease Schedule. Each Master Lease Schedule to this Agreement shall hereinafter be referred to as a "Lease". Each Lease shall constitute a separate lease agreement incorporating all the terms and conditions of this Agreement. If there is a conflict between this Agreement and a Lease, the provisions of the Lease shall govern. You will arrange, at your sole cost and expense, for the delivery of the Equipment to you at the Equipment location specified in the Lease. If, for any reason, the Supplier (as defined in Section 3) and/or the manufacturer of the Equipment fails to deliver, or delays the delivery of the Equipment or if, for any reason the Equipment is unsatisfactory, you agree that we are not liable for, and you shall not make any claim against us for, damages or for specific performance of this Agreement and/or any Lease. When the Equipment is delivered to you, you agree to inspect it to determine if it is in good working order. The initial term of each Lease ("Initial Term") will begin on the date when the Equipment is irrevocably accepted by you. The Equipment will be irrevocably accepted by you upon: a) the delivery to us of a signed Certificate of Delivery and Acceptance (if requested by us); or b) 10 days after delivery of the Equipment to you if previously we have not received written notice from you of your non-acceptance. The Initial Term shall continue for the period specified in each Lease. Any renewal term ("Renewal Term") shall begin at the expiration, as applicable, of the Initial Term or any preceding Renewal Term (the Initial Term and any Renewal Terms shall collectively be referred to as the "Term"). You agree to pay any advance Rental Payments as set forth in each Lease when the Equipment is accepted by you and remaining Rental Payments on the first day of each successive month thereafter or as otherwise directed by us through the expiration of the Term. You will make all payments required under each Lease to us at such address as we may specify in writing. If any Rental Payment or other amount payable to us is not paid within 10 days of its due date, you will pay us a late charge equal to 5% of each late payment (or such lesser amount as is the maximum amount allowable under applicable law). YOUR OBLIGATION TO PAY SUCH RENTAL PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL AND IS NOT SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE, OR COUNTER-CLAIM FOR ANY REASON WHATSOEVER.

2. WARRANTY MATTERS. We transfer to you for the Term any warranties made by the manufacturer or the Supplier under any purchase or supply contract ("Supply Contract"). We are leasing the Equipment to you "AS-IS" and you agree that we are not responsible for the performance, maintenance or servicing of the Equipment. YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND THE SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE

NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT ASSERT ANY CLAIM AGAINST US FOR ANY LOSS, DAMAGE OR INJURY CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTAL OR CONSEQUENTIALLY BY THE EQUIPMENT, ANY INADEQUACY, DEFICIENCY OR DEFECT OF OR RELATED TO THE EQUIPMENT, OR BY ANY INCIDENT WHATSOEVER IN CONNECTION WITH THE EQUIPMENT, ARISING IN STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, OR IN ANY WAY RELATED TO OR ARISING OUT OF THIS AGREEMENT OR ANY LEASE. YOU AGREE THAT NEITHER THE SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. WE MAKE NO WARRANTY AS TO THE TREATMENT OF THIS AGREEMENT AND/OR ANY LEASE FOR TAX OR ACCOUNTING PURPOSES.

3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN. You will keep and use the Equipment only at the Equipment Location specified in the Lease. You may not move the Equipment without our prior written consent, which we will not unreasonably withhold. At your own expense, you will keep, use and maintain the Equipment as required by applicable insurance policies, all applicable laws and regulations and all applicable Supplier and manufacturer requirements and instructions. You will keep the Equipment in as good operating condition as when it was delivered to you, ordinary wear and tear resulting from proper use only excepted, and will provide all maintenance and service and make all repairs or replacements reasonably necessary for such purpose. In the event the Rental Payments include the cost of maintenance and/or service being provided by the Supplier and/or manufacturer, you agree that we are not responsible for providing any such maintenance and/or service. You will make all claims for maintenance and/or service directly to the Supplier and/or manufacturer and your obligation to make all required Rental Payments will remain unconditional. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless otherwise stated, you must give us written notice at least 60 days prior to the expiration of the Term of your intent to return the Equipment at the end of the Term. Provided you have given such notice, you will immediately, at the end of the Term, deliver the Equipment in the condition required under this Agreement and/or any Lease to the supplier stated on the Lease ("Supplier") or to any other location specified by us. If we reasonably determine that the Equipment, once it is returned, is not in the condition required above, we may repair, service, upgrade, modify or overhaul the Equipment to achieve such condition and, upon demand, you will reimburse us for all of our reasonable expenses to do so. You will pay all expenses of shipping, and you will insure the Equipment for its full replacement value during shipping. If you fail to notify us, or having notified us, fail to return the Equipment in accordance with the terms and conditions of this Agreement and/or the Lease, the Lease will

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EXHIBIT

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automatically renew for consecutive 60 day periods and you agree to continue to make Rental Payments equal to the monthly Rental Payment in the Initial Term or the last Renewal Term as applicable, until you give us notice and deliver the Equipment to us as provided above.

4. TAXES AND FEES. You will comply with all laws, regulations and orders relating to the Equipment, this Agreement or any Lease. You will be responsible for as and when due and shall indemnify and hold us harmless from and against all present and future taxes and other governmental charges, including, without limitation, those for sales, use, leasing and stamp taxes, license and registration fees, and amounts in lieu of such taxes and charges plus any penalties or interest on any of the above. (all of the foregoing are collectively the "Taxes"), imposed, levied upon, assessed in connection with, or as a result of the purchase, ownership, delivery, leasing, possession or use of the Equipment, or based upon or measured by the Rental Payments or receipts with respect to this Agreement or any Lease. If you do not pay any of the Taxes, we have the right, but not the obligation, to pay them on your behalf. You will not, however, be obligated to pay any taxes on or measured by our net income. You authorize us to add to the amount of each Rental Payment any Taxes that may be imposed on or measured by such Rental Payment. We do not have to contest any Taxes, fines or penalties. We will file all personal property, use or other Tax returns as required by law. You will pay to us on demand, as an additional Rental Payment, the amount of the personal property tax we are required to pay. You agree to reimburse us with the next Rental Payment for any Taxes we pay plus our reasonable costs incurred in collecting and remitting them to the proper authorities. If you do not pay this reimbursement with the next Rental Payment you agree to pay us interest on those amounts at the highest legal rate allowed from the due date until paid in full.

5. LOSS OR DAMAGE. As between you and us, you assume and shall be responsible for the entire risk of loss, theft or destruction of, or damage to the Equipment from any and every cause whatsoever (collectively, the "Loss"), whether or not insured, until the Equipment is returned to us at the end of the Term. You are required to make all Rental Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, or (b) pay us the amounts specified in Section 9(b) below.

6. INSURANCE. You will provide and maintain at your sole cost and expense and during the entire Term (a) property insurance against all risk of loss, theft, or destruction of or damage to the Equipment from every cause whatsoever for the Equipment's full replacement value, naming us and our successors and assigns as sole loss payee, and (b) comprehensive public liability and third party property insurance covering any liability resulting from the purchase, ownership, leasing, maintenance, use, operation or return of the Equipment, naming us and our successors and assigns as an additional insured. You will give us insurance certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days advance notice of any cancellation or material change of such insurance. You hereby appoint us as your attorney-in-fact (which power is coupled with an interest) to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy. If you do not give us evidence of insurance acceptable to us, we have the right, but not the obligation, to obtain insurance covering our interest in the Equipment for all or any portion of the Term from an insurer of our choice, including an insurer that is our affiliate. We may add the costs of acquiring and maintaining such insurance and our fees for our services in placing and maintaining such insurance (collectively, "Insurance Charge") to the amounts due from you under the Lease. You will pay the Insurance Charge in equal installments allocated to the remaining Rental Payments or as directed by us. If we purchase insurance, you will cooperate with our insurance agent with respect to the placement of insurance and the processing of claims. Nothing in this Agreement or any Lease will create an insurance relationship of any type between us and any other person. You acknowledge that we are not required to secure or maintain any insurance, and we will not be liable to you if we terminate any insurance coverage that we arrange. If we replace or renew any insurance coverage, we are not obligated to provide replacement or renewal coverage under the same terms, costs, limits, or conditions as the previous coverage.

7. TITLE; UCC FILINGS. We are the owner of and will hold title to the Equipment. You will keep, and at your sole expense promptly take all actions necessary to keep, the Equipment free of all liens and encumbrances. Although the Equipment may become attached to real estate, it is and will remain personal property. If we feel it is necessary, you agree to provide us with waivers of interest or liens from anyone claiming any interest in the real estate on which any item of Equipment is located. You agree that this transaction is intended to be a true lease, and the filing of a financing statement under the Uniform Commercial Code

("UCC") or other applicable law shall not be construed as evidence that any security interest was intended to be created, but only to give public notice of our ownership of the Equipment. If this Agreement or any Lease is determined at any time to be one intended as security, you grant to us a security interest in the Equipment and all proceeds from the sale, lease or other disposition of the Equipment. You appoint us or our designee as your attorney-in-fact to sign and file financing statements covering the Equipment on your behalf where permitted by the UCC or other applicable law, and to do all other things necessary to protect our title and interest in the Equipment. You agree we can file a copy of this Agreement or any Lease as a financing statement under the UCC or other applicable law.

8. DEFAULT. Each of the following shall constitute an "Event of Default" under this Agreement and all Leases: (a) you fail to pay any Rental Payment, or any other payment, as it becomes due and such failure is not cured within 10 days of such due date; (b) you do not perform any of your other obligations under this Agreement, any Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of the same; (c) any representation or warranty made by you proves to be incorrect in any material respect when made; (d) you become insolvent or are generally unable to pay your debts when due, you dissolve or are dissolved, you assign your assets for the benefit of your creditors or seek appointment of a receiver, custodian or other similar official for you or for your assets, or you commence or have commenced against you any action for relief under any bankruptcy, insolvency or reorganization laws; (e) any guarantor of your obligations under this Agreement and/or any Lease dies, does not perform its obligations under a guaranty, or becomes subject to one of the events listed in clause (d) above; or (f) any letter of credit required under this Agreement and/or any Lease is breached, canceled, terminated or not renewed.

9. REMEDIES. Upon the occurrence of an Event of Default, we may do one or more of the following: (a) we may cancel or terminate this Agreement and any or all Leases and any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) we may declare the entire unpaid balance of Rental Payments for the unexpired term of any or all of the Leases immediately due and payable without notice or demand and require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Rental Payments for the remainder of the applicable Term plus the present value of our reasonably anticipated residual interest in the Equipment which we have predetermined, each discounted at 6% per year, compounded monthly, plus (ii) all other amounts due or that become due under the Lease; (c) we may require you to return the Equipment to us as set forth in Section 3; (d) we or our agent may enter upon the premises peaceably with or without legal process where the Equipment is located and repossess or disable the Equipment and you waive and will not make any claims against us for damages or trespass or any other reason; (e) we may charge you interest on all monies due to us at the rate of eighteen percent (18%) per annum from the date of default until paid but in no event more than the maximum rate permitted by law; and (f) we may exercise any other right or remedy available at law or in equity. You are also required to pay all of our costs of enforcing our rights and remedies against you including, without limitation, reasonable attorneys' fees. If we take possession of the Equipment, we may sell, rent or otherwise dispose of it with or without notice, at a public or private sale, on your premises or elsewhere and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law to be given, 10 days' notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds. These remedies are cumulative of every other right or remedy under this Agreement and/or any Lease or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently or separately. No failure or delay on our part in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Agreement or any Lease. A waiver of a default shall not be a waiver of any other or subsequent default. Our recovery hereunder will in no event exceed the maximum recovery permitted by law.

10. FINANCE LEASE STATUS. You agree and we agree that each Lease is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code. You acknowledge and agree that either: (a) you have reviewed, approved, and received, a copy of the Supply Contract prior to execution of any Lease or (b) that we have informed you of the identity of the Supplier, that you may have rights under the Supply Contract, and that you may contact the Supplier for a description of those rights. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS AND REMEDIES SET FORTH IN SECTIONS 508 THROUGH 522 OF ARTICLE 2A) CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.

11. ASSIGNMENT. YOU MAY NOT ASSIGN THIS AGREEMENT, ANY LEASE OR THE RIGHTS HEREUNDER NOR WILL YOU SUBLEASE OR LEND THE EQUIPMENT OR SUBMIT IT TO BE USED BY ANYONE OTHER THAN YOUR EMPLOYEE'S WITHOUT OUR PRIOR WRITTEN CONSENT; provided, however, that you may sublease the Equipment or assign your rights

under a Lease to your affiliate or wholly-owned subsidiary if: (a) you and such sublessee or assignee execute and deliver to us a writing (to be provided by us) in which the sublessee or assignee agrees to assume joint and several liability with you for the full and prompt payment, observance and performance when due of all of your obligations under such Lease; and (b) we consent to such sublease or assignment, which consent shall not be unreasonably withheld. In no event, however, will any such sublease or assignment discharge or diminish any of your obligations to us under such Lease. We may, without notifying you, sell, assign, or transfer this Agreement or any Lease or our rights in any Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Agreement and any applicable Lease, but not our obligations. The rights of the new owner will not be subject to any claim, defense or set off that you may have against us.

12. INDEMNIFICATION. You are responsible for any losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to (a) the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or (b) any defects in the Equipment. You shall reimburse us for and, if we request, defend us against, any Claims.

13. REPRESENTATIONS, WARRANTIES AND COVENANTS. You represent, warrant and covenant that: (a) you are duly organized, validly existing and in good standing under applicable law; (b) you have the power and authority to enter into this Agreement and all Leases and other related instruments or documents (collectively, "Fundamental Agreements"); (c) the Fundamental Agreements are legal, valid and binding obligations of you and are enforceable against you in accordance with their terms and do not violate or create a default under any other instrument or agreement which you are a party to; (d) there are no pending or threatened actions or proceedings before any court or administrative agency that could have a material adverse effect on you; (e) you will obtain any necessary governmental approvals and comply in all material respects with all Federal, state and municipal laws and regulations the violation of which could have a material adverse effect upon the Equipment or your performance of your obligations to us; (f) each Fundamental Agreement will be effective against your creditors under applicable law, including fraudulent conveyance and bulk transfer laws, and will raise no presumption of fraud; (g) annually, within ninety (90) days of your fiscal year-end, you will furnish to us your financial statements prepared in accordance with generally accepted accounting principles that accurately present your financial position as of the dates given on such statements; (h) you will provide to us opinions of counsel, resolutions, and such other information and documents as we may reasonably request; (i) **ALL EQUIPMENT IS LEASED FOR BUSINESS PURPOSES ONLY, AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES;** and (j) all Equipment is tangible personal property. You will be deemed to have reaffirmed the foregoing each time you execute a Fundamental Agreement. Your representations, warranties and covenants shall survive beyond the Term of any Lease. We warrant that we will not interfere with your quiet enjoyment of the Equipment so long as no Event of Default occurs and no event has occurred that with notice, the lapse of time or both would constitute an Event of Default.

14. TAX BENEFITS. We shall be entitled to all of the Federal and state tax benefits associated with the ownership of the Equipment, including but not limited to accelerated cost recovery deductions under sections 167(a) and

168(b) (1) of the Internal Revenue Code of 1986, as amended ("Code"), and accelerated depreciation deductions under applicable state law (collectively, "Tax Benefits"). You promise that neither you or any of your affiliates, nor any of your successors, sublessees or assigns will take any action or fail to take any action that would result in a loss, reduction, deferral, recapture or other unavailability to us (or any consolidated group with which we file tax returns) of any part of the Tax Benefits. You also represent and warrant that neither you, any of your affiliates, nor any of your successors, sublessees or assigns was, is or will become a tax-exempt entity described in section 168 (h) (2) of the Code at any time during the Term of the lease or the five preceding years.

15. MISCELLANEOUS. You agree that the terms and conditions contained in this Agreement and each Lease make up the entire agreement between you and us regarding the lease of the Equipment. No agreements or understandings shall be binding on you or us unless set forth in writing and signed by you and us. Any change in any of the terms and conditions of this Agreement or any Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Agreement and/or any Lease hereunder. Time is of the essence under this Agreement and each Lease. Any waiver by us of any breach or default will not constitute a waiver by us of any additional or subsequent breach or default nor shall it be a waiver of any of our rights. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. mail, addressed to the party receiving the notice at its address shown on the front of this Agreement (or to any other address specified by that party in writing) with first class postage prepaid. All of our rights and indemnities will survive the termination of this Agreement. Our rights, privileges and indemnities, to the extent they are fairly attributable to events or conditions occurring or existing during the Term of any Lease, shall survive and be enforceable by us and our successors and assigns. If any provision of this Agreement or any Lease is, for any reason, held unenforceable in any jurisdiction, such provision shall be ineffective in such jurisdiction without affecting the enforceability of any other provisions of this Agreement or any Lease. Any provision which is unenforceable in one jurisdiction shall not affect the enforceability of such provision in other jurisdictions. **THIS AGREEMENT AND EACH LEASE HEREUNDER SHALL BE GOVERNED BY THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICT OF LAW PROVISIONS) OF THE COMMONWEALTH OF PENNSYLVANIA.** You consent to and agree that personal jurisdiction over you and subject matter jurisdiction over the Equipment shall be with the courts of the Commonwealth of Pennsylvania or the Federal District Court for the Eastern District of Pennsylvania, solely at our option, with respect to any provision of this Agreement or any Lease hereunder. You waive any objection relating to improper venue or forum non conveniens to the conduct of any proceeding in any such court. You expressly waive any right to trial by jury. The parties agree that the charges in this Agreement and/or any Lease shall not be a violation of usury or other law. Any such excess charges shall be applied in such order to conform this Agreement and/or any Lease to such applicable law(s). If you do not perform any of your obligations under this Agreement and/or any Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. If more than one Lessee has signed this Agreement or any Lease, each of you agree that your liability is joint and several.

BY SIGNING THIS AGREEMENT AND EACH LEASE: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON EACH PAGE OF THIS AGREEMENT AND EACH LEASE, (ii) YOU AGREE THAT THIS AGREEMENT AND EACH LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS AGREEMENT AND EACH LEASE, AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON, (iii) YOU WARRANT THAT THE PERSON SIGNING THIS AGREEMENT AND EACH LEASE FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWERS OF ATTORNEY SET FORTH IN THIS AGREEMENT, AND (iv) YOU CONFIRM THAT YOU HAVE DECIDED TO ENTER INTO THIS AGREEMENT AND EACH LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL PURCHASE PRICE.

SHAPES L.L.C.

(Lessee)

Signature: X J. R. Cackowski

Print name: X JAMES CACKOWSKI

Title: X Purchasing Manager

Date: X 7-26-02

DE LAGE LANDEN FINANCIAL SERVICES, INC.

(Lessor)

Signature: R. Munko

Print name: ROB MUNKO

Title: Manager - Contract Admin.

Date: 10-9-02

MASTER LEASE AGREEMENT ADDENDUM

This Master Lease Agreement Addendum ("Addendum") is made part of and amends that certain Master Lease Agreement dated as of 7-26, 2002 ("Agreement") by and between De Lage Landen Financial Services, Inc. ("Lessor") and Shapes, LLC ("Lessee"). Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound and pursuant to the terms and conditions of the Agreement, it is hereby agreed as follows:

1. Section 12 – Delete this Section in its entirety

Section 10 – Add to the very end of this Section the following: "...AS
**ARTICLE 2A RELATES TO US AND AS IT PERTAINS TO YOU
AND/OR THE EQUIPMENT...**"

Section 13 – Delete subsection (g) in its entirety

2. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement which is by reference made a part hereof and all the terms and conditions and provisions thereof, unless specifically modified herein, are to apply to this Addendum and are made a part of this Addendum as though they were expressly rewritten.

3. In the event of any conflict, inconsistency or incongruity between the provisions of this Addendum and any of the provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on the dates set forth below.

Dated: X 7-26-02

LESSEE: Shapes, LLC

By: X J. A. Cackowski
Print name: X James Cackowski
Title: X Purchasing Manager

Dated: 10-9-02

LESSOR: De Lage Landen Financial Services, Inc.

By: Bob Womack
Print name: Bob Womack
Title: Manager-Contract Admin

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DE LAGE LANDEN

MASTER LEASE SCHEDULE

Schedule Number 9

Purchase Order Number _____

This Master Lease Schedule No. 9 ("Lease") is by and between Shapes L.L.C. ("Lessee") and De Lage Landen Financial Services, Inc. ("Lessor") and incorporates the terms and conditions of that certain Master Lease Agreement Number 215 ("Agreement") between Lessee and Lessor. The words you and your are used in this Lease to mean the Lessee identified above and the words we, us and our are used in this Lease to mean the Lessor identified above.

We hereby lease to you and you hereby lease from us the equipment described below for the initial Term and on the terms and conditions set forth herein.

LESSEE INFORMATION

Lessee Name: Shapes L.L.C.
Street Address: 9000 River Rd.
City/State/Zip: Delair, NJ 08110

Phone Number: _____

SUPPLIER INFORMATION

Supplier Name: Modern Handling Equipment - PA
Supplier Address: 2501 Durham Rd., Bristol, PA 19007

Phone Number: (215) 943-9100

EQUIPMENT DESCRIPTION

Quantity/Make/Model/Serial number: One (1) new Hyster model H60XM forklift together with all accessories and attachments
S/N: H177B51607B

Equipment Location: 9000 River Rd., Delair, Camden County, NJ 08110
(address/city/county/state/zip)

TERM AND LEASE PAYMENT SCHEDULE

Rental Payment: ~~\$798.22~~ (plus applicable taxes)

Initial Term: 60 Months

Per-Diem Rent: \$n/a (plus applicable taxes)

You agree to pay per-diem rent from the date you accept the Equipment to the last day of the month in which you accept the Equipment. The total per-diem rent is due with your first or second Rental Payment as billed by us.

You agree to pay at the time you sign this Lease One (1) Rental Payment(s) plus applicable taxes as advance rent.

If more than one Rental Payment is required in advance, the additional amount will be applied at the end of the Initial Term.

If checked here ☒ the Lease Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement.

Additional Provisions:

OPERATING CONDITIONS

- ☒ If your use of any Equipment exceeds 2,000 hours per year, you will pay us additional rent equal to \$2.50 for each hour of excess use per year.
- ☒ See the survey of mutually agreeable operating conditions and use of the Equipment ("Survey") attached to and made a part of this Lease. You represent and warrant that the terms and conditions of the Survey are true and correct and agree to comply with the terms therein.

SHAPES L.L.C.
(Lessee)

Signature: [Signature]
Print Name: Joe Casperson
Title: Sr Buyer
Date: 1/4/08

DE LAGE LANDEN FINANCIAL SERVICES, INC.
(Lessor)

Signature: [Signature]
Print Name: Contract Specialist
Title: Contract Specialist
Date: 3-8-08
Lease #: 24617140

DE LAGE LANDEN

MASTER LEASE SCHEDULE

Schedule Number 9

Purchase Order Number _____

This Master Lease Schedule No. 9 ("Lease") is by and between Shapes L.L.C. ("Lessee") and De Lage Landen Financial Services, Inc. ("Lessor") and incorporates the terms and conditions of that certain Master Lease Agreement Number 215 ("Agreement") between Lessee and Lessor. The words you and your are used in this Lease to mean the Lessee identified above and the words we, us and our are used in this Lease to mean the Lessor identified above.

We hereby lease to you and you hereby lease from us the equipment described below for the initial Term and on the terms and conditions set forth herein.

LESSEE INFORMATION

Lessee Name: Shapes L.L.C.
Street Address: 9000 River Rd.
City/State/Zip: Delair, NJ 08110

Phone Number: _____

SUPPLIER INFORMATION

Supplier Name: Modern Handling Equipment - PA
Supplier Address: 2501 Durham Rd., Bristol, PA 19007

Phone Number: (215) 943-9100

EQUIPMENT DESCRIPTION

Quantity/Make/Model/Serial number: One (1) new Hyster model H60XM forklift together with all accessories and attachments
S/N: H177B51607B

Equipment Location: 9000 River Rd., Delair, Camden County, NJ 08110
(address/city/county/state/zip)

TERM AND LEASE PAYMENT SCHEDULE

Rental Payment: \$796.22(plus applicable taxes)

Initial Term: 60 Months

Per-Diem Rent: \$n/a (plus applicable taxes)

You agree to pay per-diem rent from the date you accept the Equipment to the last day of the month in which you accept the Equipment. The total per-diem rent is due with your first or second Rental Payment as billed by us.

You agree to pay at the time you sign this Lease One (1) Rental Payment(s) plus applicable taxes as advance rent.

If more than one Rental Payment is required in advance, the additional amount will be applied at the end of the Initial Term.

If checked here ☒ the Lease Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement.

Additional Provisions:

OPERATING CONDITIONS

☒ If your use of any Equipment exceeds 2,000 hours per year, you will pay us additional rent equal to \$2.50 for each hour of excess use per year.

☒ See the survey of mutually agreeable operating conditions and use of the Equipment ("Survey") attached to and made a part of this Lease. You represent and warrant that the terms and conditions of the Survey are true and correct and agree to comply with the terms therein.

SHAPES L.L.C.
(Lessee)

Signature: _____

Print Name: _____

Title: _____

Date: _____

DE LAGE LANDEN FINANCIAL SERVICES, INC.
(Lessor)

Signature: _____

Print Name: _____

Title: _____

Date: _____

Lease # _____

DE LAGE LANDEN

CERTIFICATE OF DELIVERY AND ACCEPTANCE

To: DE LAGE LANDEN FINANCIAL SERVICES, INC. ("Lessor")

Equipment: One (1) new Hyster model H60XM forklift together with all accessories and attachments

Serial Number: H177B51607B

The undersigned hereby acknowledges and agrees that the undersigned has unconditionally accepted all of the Equipment described above in accordance with Master Lease Schedule No. 9 ("Lease") issued pursuant to Master Lease Agreement Number 215 ("Agreement") between Shapes L.L.C. ("Lessee") and Lessor, and that the Equipment has been delivered, inspected, installed and is in good working condition. The undersigned hereby approves and authorizes payment by Lessor to the Supplier of the Equipment.

Date: 1/4/05

SHAPES L.L.C.
(Lessee)

Signature: [Signature]

Print name: Joe Casperson

Title: Sr. Buyer

24651226



MASTER LEASE SCHEDULE

Schedule No. TEN (10)	Purchase Order No.
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This Master Lease Schedule No. TEN (10) ("Lease") is by and between SHAPES, LLC ("Lessee") and De Lage Landen Financial Services, Inc. ("Lessor") and incorporates the terms and conditions of that certain Master Lease Agreement Number 215 ("Agreement") between Lessee and Lessor. The words you and your are used in this Lease to mean the Lessee identified above and the words we, us and our are used in this Lease to mean the Lessor identified above.

We hereby lease to you and you hereby lease from us the equipment described below for the Initial Term and on the terms and conditions set forth herein.

LESSEE	Lessee Name SHAPES, LLC		
	Address 9000 RIVER RD.		
	City DELAIR	State NJ	Zip 08110
	Phone 856-662-5500		

SUPPLIER	Supplier Name MODERN HANDLING EQUIPMENT - PA		
	Address 2501 DURHAM RD.		
	City BRISTOL	State PA	Zip 19007
	Phone 215-943-9100		

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	NEW	HYSTER	H60XM	H177B57841C	FORKLIFT
Equipment Location SAME AS ABOVE						
City _____ Country _____ State _____ Zip _____						

PAYMENT INFORMATION	Rental Payment (plus applicable taxes) \$749.54	Initial Term in Months 60	Per-Diem Rent (plus applicable taxes)
	You agree to pay per-diem rent from the date you accept the Equipment to the last day of the month in which you accept the Equipment. The total per-diem rent is due with your first or second Rental Payment as billed by us. You agree to pay at the time you sign this Lease <u>ONE (1)</u> Rental Payment(s) plus applicable taxes as an advance payment. If more than one Rental Payment is required in advance, the additional amount will be applied to the end of the Initial Term.		
	<input checked="" type="checkbox"/> Lease Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement.		
	Additional Provisions		

OPERATING CONDITIONS	<input checked="" type="checkbox"/> If your use of any Equipment exceeds <u>2000</u> hours per year, you will pay us additional rent equal to \$ <u>\$2.50</u> for each hour of excess use per year.
	<input checked="" type="checkbox"/> See the survey of mutually agreeable operating conditions and use of the Equipment ("Survey") attached to and made part of this Lease. You represent and warrant that the terms and conditions of the Survey are true and correct and agree to comply with the terms therein.
	Documentation Fees 175.00

LESSEE SIGNATURE	Signature 	Date 7-20-05
	Print Name Joe Casperson	
	Title Sr. Buyer	
	For SHAPES, LLC	

LESSOR SIGNATURE	Signature 	Date 8/14/05
	Print Name Lisa Szabo	
	Title Contract Specialist	
	For DE LAGE LANDEN FINANCIAL SERVICES, INC.	
	Lease Number 2	

04MHDOC024A

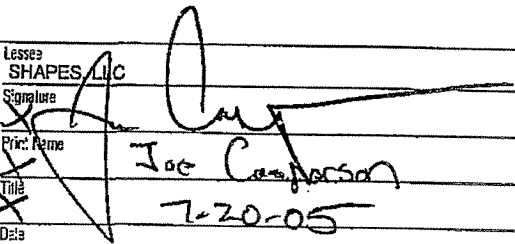


CERTIFICATE OF DELIVERY AND ACCEPTANCE (Master Lease)

To: **DE LAGE LANDEN FINANCIAL SERVICES, INC. ("Lessor")**

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	NEW	HYSTER	H60XM	H177B57841C	FORKLIFT
Equipment Location SAME AS ABOVE						
City		Country		State		Zip

The undersigned hereby acknowledges and agrees that the undersigned has unconditionally accepted all of the Equipment described above in accordance with Master Lease Schedule No. TEN (10) ("Lease") issued pursuant to Master Lease Agreement Number 215 ("Agreement") between the undersigned lessee and Lessor, and that the Equipment has been delivered, inspected, installed and is in good-working condition. The undersigned hereby approves and authorizes payment by Lessor to the Supplier of the Equipment. The undersigned agrees that a facsimile copy of this certificate with facsimile signatures may be treated as an original and will be admissible as evidence of this certificate and Lessee's acceptance of the Equipment.

LESSEE SIGNATURE	Lessee	SHAPES LLC
	Signature	
	Print Name	Joe Carson
	Title	
	Date	7-20-05

04MHDDC0328



24658640
MASTER LEASE SCHEDULE
(\$1.00 Purchase Option)

Schedule No. Eleven(11)	Purchase Order No.
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This Master Lease Schedule No. Eleven(11) ("Lease") is by and between SHAPES, LLC. ("Lessee") and De Lage Landen Financial Services, Inc. ("Lessor") and incorporates the terms and conditions of that certain Master Lease Agreement Number 215 ("Agreement") between Lessee and Lessor. The words you and your are used in this Lease to mean the Lessee identified above and the words we, us and our are used in this Lease to mean the Lessor identified above.

We hereby lease to you and you hereby lease from us the equipment described below for the Initial Term and on the terms and conditions set forth herein.

LESSEE	Lessee Name SHAPES, LLC.	SUPPLIER	Supplier Name MODERN HANDLING EQUIPMENT-PA
	Address 9000 RIVER ROAD		Address 2501 DURHAM
	City DELAIR State NJ Zip 08110		City BRISTOL State PA Zip 18007
	Phone 856-682-5500		Phone 215-943-9100

EQUIPMENT INFORMATION	Quantity 1	Equipment Make HUBTEX	Model	Serial Number(s) JU4356	Description SIDE LOADER
	Equipment Location 9000 RIVER ROAD				
	City DELAIR County CAMDEN State NJ Zip 08110				

PAYMENT INFORMATION	Rental Payment (plus applicable taxes) 2,549.00	Initial Term in Months 60	Per-Diem Rent (plus applicable taxes)
	You agree to pay per-diem rent from the date you accept the Equipment to the last day of the month in which you accept the Equipment. The total per-diem rent is due with your first or second Rental Payment as listed by us. You agree to pay at the time you sign this Lease <u>ONE(1)</u> Rental Payment(s) plus applicable taxes as an advance payment. If more than one Rental Payment is required in advance, the additional amount will be applied to the end of the Initial Term.		
	<input type="checkbox"/> Lease Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement.		
	Additional Provisions Finance Charge- \$ 24940.00		

PURCHASE OPTION	If no Event of Default exists under this Lease, you will have the option at the end of the Initial Term or any Renewal Term to purchase all (but not less than all) of the Equipment for \$1.00. It is further acknowledged and agreed that you have title to the Equipment and you grant us a security interest in the Equipment and all proceeds of the Equipment.
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OPERATING CONDITIONS	<input type="checkbox"/> If your use of any Equipment exceeds _____ hours per year, you will pay us additional rent equal to \$ _____ for each hour of excess use per year.
	<input type="checkbox"/> See the survey of mutually agreeable operating conditions and use of the Equipment ("Survey") attached to and made part of this Lease. You represent and warrant that the terms and conditions of the Survey are true and correct and agree to comply with the terms therein.
	Documentation Fees 200.00

LESSEE SIGNATURE	Signature 	Date 9-7-05
	Print Name Joe Casperson	
	Title Sr. Buyer	
	<input checked="" type="checkbox"/> For	
	For SHAPES, LLC.	

LESSOR SIGNATURE	Signature	Date
	Print Name	
	Title	
	For DE LAGE LANDEN FINANCIAL SERVICES, INC.	
	Lease Number	

04MHDDC0240



CERTIFICATE OF DELIVERY AND ACCEPTANCE (Master Lease)

To: DE LAGE LANDEN FINANCIAL SERVICES, INC. ("Lessor")

Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
1	NEW	HUBTEX		JU4358	SIDE LOADER

Equipment Location
9000 RIVER ROAD

City DELAIR County CAMDEN State NJ Zip 08110

The undersigned hereby acknowledges and agrees that the undersigned has unconditionally accepted all of the Equipment described above in accordance with Master Lease Schedule No. Eleven(11) ("Lease") issued pursuant to Master Lease Agreement Number 215 ("Agreement") between the undersigned lessee and Lessor, and that the Equipment has been delivered, inspected, installed and is in good-working condition. The undersigned hereby approves and authorizes payment by Lessor to the Supplier of the Equipment. The undersigned agrees that a facsimile copy of this certificate with facsimile signatures may be treated as an original and will be admissible as evidence of this certificate and Lessee's acceptance of the Equipment.

LESSEE SIGNATURE	Lessee	SHAPES, I.C.
	Signature	
	Print Name	Joe Casperson
	Title	Sr. Buyer
	Date	9-7-05

04MH000328

de lage landen 
partners in finance

24667805

MASTER LEASE SCHEDULE

Schedule No. **TWELEVE (12)** Purchase Order No.

This Master Lease Schedule No. **TWELEVE (12)** ("Lease") is by and between **SHAPES, LLC** ("Lessee") and De Lage Landen Financial Services, Inc. ("Lessor") and incorporates the terms and conditions of that certain Master Lease Agreement Number **215** ("Agreement") between Lessee and Lessor. The words you and your are used in this Lease to mean the Lessee identified above and the words we, us and our are used in this Lease to mean the Lessor identified above.

We hereby lease to you and you hereby lease from us the equipment described below for the Initial Term and on the terms and conditions set forth herein.

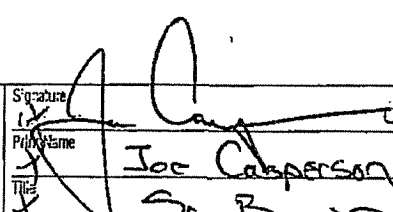
LESSEE	Lessee Name	SHAPES, LLC		
	Address	9000 RIVER RD.		
	City	State	Zip	
	DELAIR	NJ	08110	
	Phone	856-662-5500		

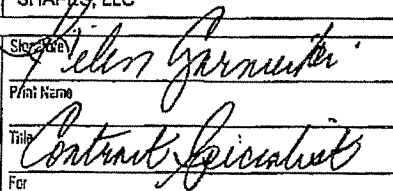
SUPPLIER	Supplier Name	MODERN HANDLING EQUIPMENT - PA		
	Address	2501 DURHAM RD.		
	City	State	Zip	
	BRISTOL	PA	19007	
	Phone	215-943-9100		

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	NEW	HYSTER	H110XM	L005V05877C	FORKLIFT
	Equipment Location SAME AS ABOVE					
	City		County		State	Zip

PAYMENT INFORMATION	Rental Payment (plus applicable taxes)	Initial Term in Months	Per-Diem Rent (plus applicable taxes)
	\$1,357.20	60	
	You agree to pay per-diem rent from the date you accept the Equipment to the last day of the month in which you accept the Equipment. The total per-diem rent is due with your first or second Rental Payment as billed by us. You agree to pay at the time you sign this Lease ONE (1) Rental Payment(s) plus applicable taxes as an advance payment. If more than one Rental Payment is required in advance, the additional amount will be applied to the end of the Initial Term.		
	<input checked="" type="checkbox"/> Lease Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement. Additional Provisions		

OPERATING CONDITIONS	<input checked="" type="checkbox"/> If your use of any Equipment exceeds 2400 hours per year, you will pay us additional rent equal to \$ \$2.50 for each hour of excess use per year.
	<input checked="" type="checkbox"/> See the survey of mutually agreeable operating conditions and use of the Equipment ("Survey") attached to and made part of this Lease. You represent and warrant that the terms and conditions of the Survey are true and correct and agree to comply with the terms therein.
	Documentation Fees 175.00

LESSEE SIGNATURE	Signature	Date
		9-20-05
	Print Name	Joe Casperson
	Title	Sr. Buyer
	For	SHAPES, LLC

LESSOR SIGNATURE	Signature	Date
		11-10-05
	Print Name	Contract Specialist
	Title	Contract Specialist
	For	DE LAGE LANDEN FINANCIAL SERVICES, INC.
	Lease Number	24667805



**CERTIFICATE OF DELIVERY AND ACCEPTANCE
(Master Lease)**

To: DE LAGE LANDEN FINANCIAL SERVICES, INC. ("Lessor")

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	NEW	HYSTER	H110XM	L005V05877C	FORKLIFT
Equipment Location SAME AS ABOVE						
City _____ County _____ State _____ Zip _____						

The undersigned hereby acknowledges and agrees that the undersigned has unconditionally accepted all of the Equipment described above in accordance with Master Lease Schedule No. TWELVE (12) ("Lease") issued pursuant to Master Lease Agreement Number 215 ("Agreement") between the undersigned lessee and Lessor, and that the Equipment has been delivered, inspected, installed and is in good-working condition. The undersigned hereby approves and authorizes payment by Lessor to the Supplier of the Equipment. The undersigned agrees that a facsimile copy of this certificate with facsimile signatures may be treated as an original and will be admissible as evidence of this certificate and Lessee's acceptance of the Equipment.

LESSEE SIGNATURE	Lessee	SHAPES, LLC
	Signature	
	Print Name	Joe Chapman
	Title	Sr. Buyer
	Date	10-20-05

04MHDOC032B



24667811
MASTER LEASE SCHEDULE

Schedule No. **THIRTEEN (13)** Purchase Order No.

This Master Lease Schedule No. **THIRTEEN (13)** ("Lease") is by and between **SHAPES, LLC** ("Lessee") and De Lage Landen Financial Services, Inc. ("Lessor") and incorporates the terms and conditions of that certain Master Lease Agreement Number **215** ("Agreement") between Lessee and Lessor. The words you and your are used in this Lease to mean the Lessee identified above and the words we, us and our are used in this Lease to mean the Lessor identified above.

We hereby lease to you and you hereby lease from us the equipment described below for the Initial Term and on the terms and conditions set forth herein.

LESSEE	Lessee Name SHAPES, LLC		
	Address 9000 RIVER RD.		
	City DELAIR	State NJ	Zip 08110
	Phone 856-662-5500		

SUPPLIER	Supplier Name MODERN HANDLING EQUIPMENT - PA		
	Address 2501 DURHAM RD.		
	City BRISTOL	State PA	Zip 19007
	Phone 215-943-9100		

EQUIPMENT INFORMATION	Qty	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	NEW	HYSTER	H110XM	L005V05876C	FORKLIFT W/ROTATOR
Equipment Location SAME AS ABOVE						
	City		County		State	Zip

PAYMENT INFORMATION	Rental Payment (plus applicable taxes) \$1,571.51	Initial Term in Months 60	Per-Diem Rent (plus applicable taxes)
	You agree to pay per-diem rent from the date you accept the Equipment to the last day of the month in which you accept the Equipment. The total per-diem rent is due with your first or second Rental Payment as billed by us. You agree to pay at the time you sign this Lease ONE (1) Rental Payment(s) plus applicable taxes as an advance payment. If more than one Rental Payment is required in advance, the additional amount will be applied to the end of the Initial Term.		
	<input checked="" type="checkbox"/> Lease Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement.		
	Additional Provisions		

OPERATING CONDITIONS	<input checked="" type="checkbox"/> If your use of any Equipment exceeds 2400 hours per year, you will pay us additional rent equal to \$ \$2.50 for each hour of excess use per year.
	<input checked="" type="checkbox"/> See the survey of mutually agreeable operating conditions and use of the Equipment ("Survey") attached to and made part of this Lease. You represent and warrant that the terms and conditions of the Survey are true and correct and agree to comply with the terms therein.
	Documentation Fees 175.00

LESSEE SIGNATURE	Signature <i>[Signature]</i>	Date 7-19-05
	Print Name Joe Anderson	
	Title Sr. Buyer	
	For SHAPES, LLC	

LESSOR SIGNATURE	Signature <i>[Signature]</i>	Date 11-10-05
	Print Name Contract Specialist	
	For DE LAGE LANDEN FINANCIAL SERVICES, INC.	
	Lease Number 24667811	

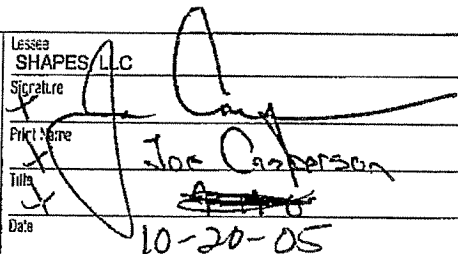


CERTIFICATE OF DELIVERY AND ACCEPTANCE (Master Lease)

To: DE LAGE LANDEN FINANCIAL SERVICES, INC. ("Lessor")

EQUIPMENT INFORMATION	Qty	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	NEW	HYSTER	H110XM	L005V05876C	FORKLIFT W/ROTATOR
Equipment Location SAME AS ABOVE						
City _____ County _____ State _____ Zip _____						

The undersigned hereby acknowledges and agrees that the undersigned has unconditionally accepted all of the Equipment described above in accordance with Master Lease Schedule No. THIRTEEN (13) ("Lease") issued pursuant to Master Lease Agreement Number 215 ("Agreement") between the undersigned lessee and Lessor, and that the Equipment has been delivered, inspected, installed and is in good-working condition. The undersigned hereby approves and authorizes payment by Lessor to the Supplier of the Equipment. The undersigned agrees that a facsimile copy of this certificate with facsimile signatures may be treated as an original and will be admissible as evidence of this certificate and Lessee's acceptance of the Equipment.

LESSEE SIGNATURE	Lessee SHAPES LLC
	Signature 
	Print Name Joe Casperson
	Title Owner
	Date 10-20-05

04MHDDC032B

de lage landen 
partners in finance

24663906
MASTER LEASE SCHEDULE

Schedule No. **FOURTEEN (14)** Purchase Order No.

This Master Lease Schedule No. **FOURTEEN (14)** ("Lease") is by and between **SHAPES, LLC** ("Lessee") and De Lage Landan Financial Services, Inc. ("Lessor") and incorporates the terms and conditions of that certain Master Lease Agreement Number **215** ("Agreement") between Lessee and Lessor. The words you and your are used in this Lease to mean the Lessee identified above and the words we, us and our are used in this Lease to mean the Lessor identified above.

We hereby lease to you and you hereby lease from us the equipment described below for the Initial Term and on the terms and conditions set forth herein.

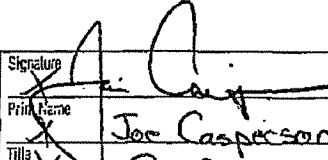
LESSEE	Lessee Name SHAPES, LLC		
	Address 9000 RIVER RD.		
	City DELAIR	State NJ	Zip 08110
	Phone 856-662-5500		

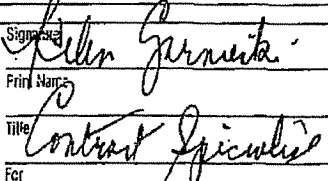
SUPPLIER	Supplier Name MODERN HANDLING EQUIPMENT - PA		
	Address 2501 DURHAM RD.		
	City BRISTOL	State PA	Zip 19007
	Phone 215-943-9100		

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	USED	HYSTER	H60XM	H177B34386Z	FORKLIFT
	1	USED	HYSTER	H60XM	H177B34422Z	FORKLIFT
	Equipment Location 8600 RIVER RD.					
	City DELAIR	County		State NJ	Zip 08110	

PAYMENT INFORMATION	Rental Payment (plus applicable taxes) \$1,272.00	Initial Term in Months 60	Per-Diem Rent (plus applicable taxes)
	You agree to pay per-diem rent from the date you accept the Equipment to the last day of the month in which you accept the Equipment. The total per-diem rent is due with your first or second Rental Payment as billed by us. You agree to pay at the time you sign this Lease ONE (1) Rental Payment(s) plus applicable taxes as an advance payment. If more than one Rental Payment is required in advance, the additional amount will be applied to the end of the Initial Term.		
	<input checked="" type="checkbox"/> Lease Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement.		
	Additional Provisions		

OPERATING CONDITIONS	<input checked="" type="checkbox"/> If your use of any Equipment exceeds 1500 hours per year, you will pay us additional rent equal to \$ \$2.50 for each hour of excess use per year.
	<input checked="" type="checkbox"/> See the survey of mutually agreeable operating conditions and use of the Equipment ("Survey") attached to and made part of this Lease. You represent and warrant that the terms and conditions of the Survey are true and correct and agree to comply with the terms therein.
	Documentation Fees 125.00

LESSEE SIGNATURE	Signature 	Date 9-11-05
	Print Name Joe Casperson	
	Title Sr. Buyer	
	For SHAPES, LLC	

LESSOR SIGNATURE	Signature 	Date 10-21-05
	Print Name Robert Spiculis	
	Title Contract Specialist	
	For DE LAGE LANDAN FINANCIAL SERVICES, INC.	
	Lease Number 24663906	



**CERTIFICATE OF DELIVERY AND ACCEPTANCE
(Master Lease)**

To: DE LAGE LANDEN FINANCIAL SERVICES, INC. ("Lessor")

EQUIPMENT INFORMATION	Quantity	Year/Used	Equipment Make	Model	Serial Number(s)	Description
	1	USED	HYSTER	H80XM	H177B34388Z	FORKLIFT
	1	USED	HYSTER	H80XM	H177B34422Z	FORKLIFT
Equipment Location 8800 RIVER RD.						
City DELAIR County State NJ Zip 08110						

The undersigned hereby acknowledges and agrees that the undersigned has unconditionally accepted all of the Equipment described above in accordance with Master Lease Schedule No. FOURTEEN (14) ("Lease") issued pursuant to Master Lease Agreement Number 215 ("Agreement") between the undersigned lessee and Lessor, and that the Equipment has been delivered, inspected, installed and is in good-working condition. The undersigned hereby approves and authorizes payment by Lessor to the Supplier of the Equipment. The undersigned agrees that a facsimile copy of this certificate with facsimile signatures may be treated as an original and will be admissible as evidence of this certificate and Lessee's acceptance of the Equipment.

LEASEE SIGNATURE	Lessor	SHAPES, LLC
	Signature	
	Print Name	Joe Caporaso
	Date	4-19-08

D4MHDDC0328

*
Date +
Initial
Please

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24690897
MASTER LEASE SCHEDULE

Schedule No. 15	Purchase Order No.
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This Master Lease Schedule No. 15 ("Lease") is by and between SHAPES, LLC ("Lessee") and De Lage Landen Financial Services, Inc. ("Lessor") and incorporates the terms and conditions of that certain Master Lease Agreement Number 216 ("Agreement") between Lessee and Lessor. The words you and your are used in this Lease to mean the Lessee identified above and the words we, us and our are used in this Lease to mean the Lessor identified above.

We hereby lease to you and you hereby lease from us the equipment described below for the Initial Term and on the terms and conditions set forth herein.

LESSEE	Lessee Name SHAPES, LLC		
	Address 9000 RIVER RD.		
	City DELAIR	State NJ	Zip 08110
	Phone 856-662-5500		
SUPPLIER	Supplier Name MODERN HANDLING EQUIPMENT - PA		
	Address 2501 DURHAM RD.		
	City BRISTOL	State PA	Zip 19007
	Phone 215-943-9100		

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	NEW	HYSTER	H60FT	L177B01761C	FORKLIFT
	1	NEW	HYSTER	H60FT	L177B01776C	FORKLIFT
Equipment Location 9000 RIVER RD.						
City DELAIR County CAMDEN State NJ Zip 08110						

PAYMENT INFORMATION	Rental Payment (plus applicable taxes) 2,865.12	Initial Term in Months 36	Per-Diem Rent (plus applicable taxes)
	You agree to pay per-diem rent from the date you accept the Equipment to the last day of the month in which you accept the Equipment. The total per-diem rent is due with your first or second Rental Payment as billed by us.		
	You agree to pay at the time you sign this Lease <u>ONE (1)</u> Rental Payment(s) plus applicable taxes as an advance payment. If more than one Rental Payment is required in advance, the additional amount will be applied to the end of the Initial Term.		
	<input checked="" type="checkbox"/> Lease Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement.		
	Additional Provisions		

OPERATING CONDITIONS	<input checked="" type="checkbox"/> If your use of any Equipment exceeds 2500 ⁴⁰⁰⁰ hours per year, you will pay us additional rent equal to \$ \$2.50 for each hour of excess use per year.
	<input checked="" type="checkbox"/> See the survey of mutually agreeable operating conditions and use of the Equipment ("Survey") attached to and made part of this Lease. You represent and warrant that the terms and conditions of the Survey are true and correct and agree to comply with the terms therein.
	Documentation Fees 195

LESSEE SIGNATURE	Signature <i>[Signature]</i>	Date 12-6-05
	Print Name Joe Casperson	
	Title Sr. Buyer	
	For SHAPES, LLC	

LESSOR SIGNATURE	Signature	Date
	Print Name	
	Title	
	For DE LAGE LANDEN FINANCIAL SERVICES, INC.	
	Lease Number	



CERTIFICATE OF DELIVERY AND ACCEPTANCE (Master Lease)

To: DE LAGE LANDEN FINANCIAL SERVICES, INC. ("Lessor")

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	NEW	HYSTER	H60FT	L177B01761C	FORKLIFT
	1	NEW	HYSTER	H60FT	L177B01776C	FORKLIFT
Equipment Location 9000 RIVER RD.						
City DELAIR		County CAMDEN			State NJ	Zip 08110

The undersigned hereby acknowledges and agrees that the undersigned has unconditionally accepted all of the Equipment described above in accordance with Master Lease Schedule No. 15 ("Lease") issued pursuant to Master Lease Agreement Number 215 ("Agreement") between the undersigned lessee and Lessor, and that the Equipment has been delivered, inspected, installed and is in good-working condition. The undersigned hereby approves and authorizes payment by Lessor to the Supplier of the Equipment. The undersigned agrees that a facsimile copy of this certificate with facsimile signatures may be treated as an original and will be admissible as evidence of this certificate and Lessee's acceptance of the Equipment.

LESSEE SIGNATURE	Lessee SHAPES LLC
	Signature
	Print Name Joe Cusperson
	Title Sr. Buyer
	Date 2-20-06

04MHDOC032B

de lage landen 
partners in finance

24681811
MASTER LEASE SCHEDULE

Schedule No. 16	Purchase Order No.
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This Master Lease Schedule No. 16 ("Lease") is by and between SHAPES, LLC ("Lessee") and De Lage Landen Financial Services, Inc. ("Lessor") and incorporates the terms and conditions of that certain Master Lease Agreement Number 215 ("Agreement") between Lessee and Lessor. The words you and your are used in this Lease to mean the Lessee identified above and the words we, us and our are used in this Lease to mean the Lessor identified above.

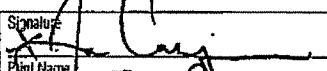
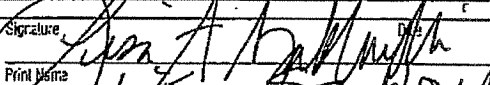
We hereby lease to you and you hereby lease from us the equipment described below for the Initial Term and on the terms and conditions set forth herein.

LESSEE	Lessee Name SHAPES, LLC		
	Address 9000 RIVER RD.		
	City DELAIR	State NJ	Zip 08110
	Phone 856-662-5500		
SUPPLIER	Supplier Name MODERN HANDLING EQUIPMENT - PA		
	Address 2501 DURHAM RD.		
	City BRISTOL	State PA	Zip 19007
	Phone 215-943-9100		

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	NEW	HYSTER	H155XL2	G006V03416C	FORKLIFT
	1	NEW	HYSTER	H155XL2	G006V03418C	FORKLIFT
	1	NEW	HYSTER	H155XL2	G006V03422C	FORKLIFT
	Equipment Location 9000 RIVER RD.					
	City DELAIR		Country CAMDEN		State NJ	Zip 08110

PAYMENT INFORMATION	Rental Payment (plus applicable taxes) 5363.19	Initial Term in Months 36	Per-Diem Rent (plus applicable taxes)
	You agree to pay per-diem rent from the date you accept the Equipment to the last day of the month in which you accept the Equipment. The total per-diem rent is due with your first or second Rental Payment as billed by us. You agree to pay at the time you sign this Lease <u>ONE (1)</u> Rental Payment(s) plus applicable taxes as an advance payment. If more than one Rental Payment is required in advance, the additional amount will be applied to the end of the Initial Term.		
	<input checked="" type="checkbox"/> Lease Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement.		
	Additional Provisions		

OPERATING CONDITIONS	<input checked="" type="checkbox"/> If your use of any Equipment exceeds <u>2400</u> hours per year, you will pay us additional rent equal to \$ <u>\$2.50</u> for each hour of excess use per year.
	<input checked="" type="checkbox"/> See the survey of mutually agreeable operating conditions and Use of the Equipment ("Survey") attached to and made part of this Lease. You represent and warrant that the terms and conditions of the Survey are true and correct and agree to comply with the terms therein.
	Documentation Fees 225.00

LESSEE SIGNATURE	Signature 	Date 12-6-05
	Print Name Joe Casperson	
	Title Sr. Buyer	
	For SHAPES, LLC	
LESSOR SIGNATURE	Signature 	
	Print Name Lisa Stachurski	
	Title Contract Specialist	
	For DE LAGE LANDEN FINANCIAL SERVICES, INC.	
	Lease Number 24681811	

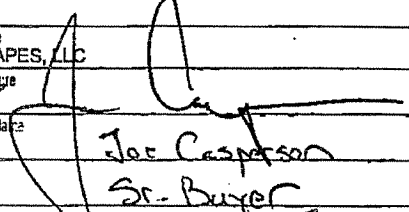


CERTIFICATE OF DELIVERY AND ACCEPTANCE (Master Lease)

To: DE LAGE LANDEN FINANCIAL SERVICES, INC. ("Lessor")

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	NEW	HYSTER	H155XL2	G006V03416C	FORKLIFT
	1	NEW	HYSTER	H155XL2	G006V03418C	FORKLIFT
	1	NEW	HYSTER	H155XL2	G006V03422C	FORKLIFT
Equipment Location 9000 RIVER RD.						
City DELAIR		County CAMDEM		State NJ		Zip 08110

The undersigned hereby acknowledges and agrees that the undersigned has unconditionally accepted all of the Equipment described above in accordance with Master Lease Schedule No. 16 ("Lease") issued pursuant to Master Lease Agreement Number 215 ("Agreement") between the undersigned lessee and Lessor, and that the Equipment has been delivered, inspected, installed and is in good-working condition. The undersigned hereby approves and authorizes payment by Lessor to the Supplier of the Equipment. The undersigned agrees that a facsimile copy of this certificate with facsimile signatures may be treated as an original and will be admissible as evidence of this certificate and Lessee's acceptance of the Equipment.

LESSEE SIGNATURE	Lessee SHAPES, LLC
	Signature 
	Full Name Joe Casperson
	Title Sr. Buyer
	Date 12-21-05

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de lage landen 
partners in finance

MASTER LEASE SCHEDULE

Schedule No. 17 Purchase Order No. 24693361

This Master Lease Schedule No. 17 ("Lease") is by and between SHAPES, LLC ("Lessee") and De Lage Landen Financial Services, Inc. ("Lessor") and incorporates the terms and conditions of that certain Master Lease Agreement Number 215 ("Agreement") between Lessee and Lessor. The words you and your are used in this Lease to mean the Lessee identified above and the words we, us and our are used in this Lease to mean the Lessor identified above.

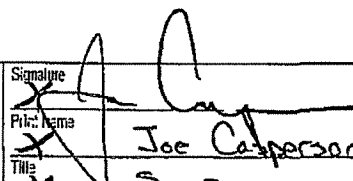
We hereby lease to you and you hereby lease from us the equipment described below for the Initial Term and on the terms and conditions set forth herein.

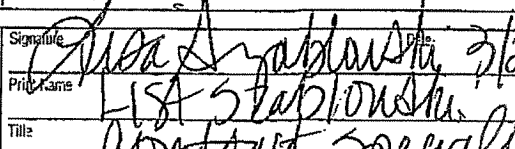
LESSEE	Lessee Name SHAPES, LLC	SUPPLIER	Supplier Name MODERN HANDLING EQUIPMENT - PA
	Address 9000 RIVER RD.		Address 2501 DURHAM RD.
	City DELAIR State NJ Zip 08110		City BRISTOL State PA Zip 19007
	Phone 856-662-5500		Phone 215-943-9100

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	NEW	HYSTER	H60FT	L177B033330	FORKLIFT
	Equipment Location 9000 RIVER RD.					
	City DELAIR		County CAMDEN		State NJ	Zip 08110

PAYMENT INFORMATION	Rental Payment (plus applicable taxes) 884.29	Initial Term in Months 48	Per-Diem Rent (plus applicable taxes)
	You agree to pay per-diem rent from the date you accept the Equipment to the last day of the month in which you accept the Equipment. The total per-diem rent is due with your first or second Rental Payment as billed by us. You agree to pay at the time you sign this Lease <u>ONE (1)</u> Rental Payment(s) plus applicable taxes as an advance payment. If more than one Rental Payment is required in advance, the additional amount will be applied to the end of the Initial Term.		
	<input checked="" type="checkbox"/> Lease Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement.		
	Additional Provisions		

OPERATING CONDITIONS	<input checked="" type="checkbox"/> If your use of any Equipment exceeds <u>2500</u> hours per year, you will pay us additional rent equal to \$ <u>\$2.50</u> for each hour of excess use per year.
	<input checked="" type="checkbox"/> See the survey of mutually agreeable operating conditions and use of the Equipment ("Survey") attached to and made part of this Lease. You represent and warrant that the terms and conditions of the Survey are true and correct and agree to comply with the terms therein.
	Documentation Fees 195.00

LESSEE SIGNATURE	Signature 	Date 12-6-05
	Print Name Joe Calperson	
	Title Dr. Buyer	
	For SHAPES, LLC	

LESSOR SIGNATURE	Signature 	Date 3/20/06
	Print Name Lisa Stapionush	
	Title Contract Specialist	
	For DE LAGE LANDEN FINANCIAL SERVICES, INC.	
	Lease Number 24693361	



CERTIFICATE OF DELIVERY AND ACCEPTANCE (Master Lease)

To: DE LAGE LANDEN FINANCIAL SERVICES, INC. ("Lessor")

	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
EQUIPMENT INFORMATION	1	NEW	HYSTER	H60FT	L177B033330	FORKLIFT
Equipment Location 9000 RIVER RD.						
City DELAIR		County CAMDEM		State NJ		Zip 08110

The undersigned hereby acknowledges and agrees that the undersigned has unconditionally accepted all of the Equipment described above in accordance with Master Lease Schedule No. 17 ("Lease") issued pursuant to Master Lease Agreement Number 215 ("Agreement") between the undersigned lessee and Lessor, and that the Equipment has been delivered, inspected, installed and is in good-working condition. The undersigned hereby approves and authorizes payment by Lessor to the Supplier of the Equipment. The undersigned agrees that a facsimile copy of this certificate with facsimile signatures may be treated as an original and will be admissible as evidence of this certificate and Lessee's acceptance of the Equipment.

LESSEE SIGNATURE	Lessee SHAPES, LLC	
	Signature	
	Print Name	Joe Casperson
	Title	Sr. Buyer
	Date	2-20-06

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24690916



MASTER LEASE SCHEDULE (\$1.00 Purchase Option)

Schedule No. 19	Purchase Order No.
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This Master Lease Schedule No. 19 ("Lease") is by and between SHAPES L.L.C. ("Lessee") and De Lage Landen Financial Services, Inc. ("Lessor") and incorporates the terms and conditions of that certain Master Lease Agreement Number 215 ("Agreement") between Lessee and Lessor. The words you and your are used in this Lease to mean the Lessee identified above and the words we, us and our are used in this Lease to mean the Lessor identified above.

We hereby lease to you and you hereby lease from us the equipment described below for the Initial Term and on the terms and conditions set forth herein.

LESSEE	Lessee Name SHAPES L.L.C.	SUPPLIER	Supplier Name MODERN HANDLING EQUIPMENT - PA
	Address 9000 RIVER RD		Address 2501 DURHAM RD.
	City DELAIR State NJ Zip 081103		City BRISTOL State PA Zip 19007
	Phone 856-662-5500		Phone (215) 943-9100

Quantity	Equipment Make	Model	Serial Number(s)	Description
3	DREXEL	.SLT30	9458661051	FORKLIFTS
			9645161549	
			899037081	

Equipment Location
SAME AS ABOVE

City _____ County **CAMDEN** State _____ Zip _____

PAYMENT INFORMATION	Rental Payment (plus applicable taxes) \$2,317.00	Initial Term in Months 60	Per-Diem Rent (plus applicable taxes)
	You agree to pay per-diem rent from the date you accept the Equipment to the last day of the month in which you accept the Equipment. The total per-diem rent is due with your first or second Rental Payment as billed by us. You agree to pay at the time you sign this Lease <u>ONE</u> Rental Payment(s) plus applicable taxes as an advance payment. If more than one Rental Payment is required in advance, the additional amount will be applied to the end of the Initial Term.		
	<input checked="" type="checkbox"/> Lease Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement.		
	Additional Provisions		

PURCHASE OPTION	If no Event of Default exists under this Lease, you will have the option at the end of the Initial Term or any Renewal Term to purchase all (but not less than all) of the Equipment for \$1.00. It is further acknowledged and agreed that you have title to the Equipment and you grant us a security interest in the Equipment and all proceeds of the Equipment.
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OPERATING CONDITIONS	<input type="checkbox"/> If your use of any Equipment exceeds _____ hours per year, you will pay us additional rent equal to \$_____ for each hour of excess use per year.
	<input type="checkbox"/> See the survey of mutually agreeable operating conditions and use of the Equipment ("Survey") attached to and made part of this Lease. You represent and warrant that the terms and conditions of the Survey are true and correct and agree to comply with the terms therein.
	Documentation Fee 50.00

LESSEE SIGNATURE	Signature 	Date 1-12-06
	Print Name Joe Casperson	
	Title Sr. Buyer	
	For SHAPES L.L.C.	
LESSOR SIGNATURE	Signature 	Date 3/8/06
	Print Name Lisa Zabrowski	
	Title Contract Spec	
	For DE LAGE LANDEN FINANCIAL SERVICES, INC.	
Lease Number 24690916		

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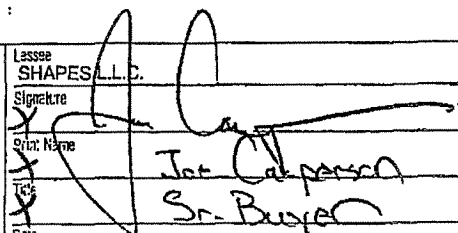


CERTIFICATE OF DELIVERY AND ACCEPTANCE (Master Lease)

To: DE LAGE LANDEN FINANCIAL SERVICES, INC. ("Lessor")

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	3	USED	DREXEL	SLT30	9458661051	FORKLIFTS
					9645161549	
					899037081	
Equipment Location SAME AS ABOVE						
City			County CAMDEN		State	Zip

The undersigned hereby acknowledges and agrees that the undersigned has unconditionally accepted all of the Equipment described above in accordance with Master Lease Schedule No. 19 ("Lease") issued pursuant to Master Lease Agreement Number 215 ("Agreement") between the undersigned lessee and Lessor, and that the Equipment has been delivered, inspected, installed and is in good-working condition. The undersigned hereby approves and authorizes payment by Lessor to the Supplier of the Equipment. The undersigned agrees that a facsimile copy of this certificate with facsimile signatures may be treated as an original and will be admissible as evidence of this certificate and Lessee's acceptance of the Equipment.

LESSEE SIGNATURE	Lessee	SHAPES L.L.C.
	Signature	
	Print Name	Joe Carpenter
	Title	Sr. Buyer
	Date	1-12-06

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24690894
MASTER LEASE SCHEDULE

Schedule No. 20	Purchase Order No.
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This Master Lease Schedule No. 20 ("Lease") is by and between SHAPES L.L.C. ("Lessee") and De Lage Landen Financial Services, Inc. ("Lessor") and incorporates the terms and conditions of that certain Master Lease Agreement Number 215 ("Agreement") between Lessee and Lessor. The words you and your are used in this Lease to mean the Lessee identified above and the words we, us and our are used in this Lease to mean the Lessor identified above.

We hereby lease to you and you hereby lease from us the equipment described below for the Initial Term and on the terms and conditions set forth herein.

LESSEE	Lessee Name SHAPES L.L.C.
	Address 9000 RIVER RD
	City State Zip DELAIR NJ 08110
	Phone

SUPPLIER	Supplier Name MODERN HANDLING EQUIPMENT - PA
	Address 2501 DURHAM RD.
	City State Zip BRISTOL PA 19007
	Phone (215) 943-9100

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	NEW	HYSTER	H60FT	L177B01775C	FORKLIFT
	Equipment Location SAME AS ABOVE					
	City County State Zip					

PAYMENT INFORMATION	Rental Payment (plus applicable taxes) 1180.93	Initial Term in Months 36	Per-Diem Rent (plus applicable taxes)
	You agree to pay per-diem rent from the date you accept the Equipment to the last day of the month in which you accept the Equipment. The total per-diem rent is due with your first or second Rental Payment as billed by us.		
	You agree to pay at the time you sign this Lease <u>ONE</u> Rental Payment(s) plus applicable taxes as an advance payment. If more than one Rental Payment is required in advance, the additional amount will be applied to the end of the Initial Term.		
	<input checked="" type="checkbox"/> Lease Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement.		
	Additional Provisions		

OPERATING CONDITIONS	<input checked="" type="checkbox"/> If your use of any Equipment exceeds <u>2400</u> hours per year, you will pay us additional rent equal to \$ <u>2.50</u> for each hour of excess use per year.
	<input checked="" type="checkbox"/> See the survey of mutually agreeable operating conditions and use of the Equipment ("Survey") attached to and made part of this Lease. You represent and warrant that the terms and conditions of the Survey are true and correct and agree to comply with the terms therein.
	Documentation Fees 195.00

LESSEE SIGNATURE	Signature <i>[Signature]</i>	Date 4-2-8-06
	Print Name Joe Casperson	
	Title Sr. Buyer	
	For SHAPES L.L.C.	

LESSOR SIGNATURE	Signature <i>[Signature]</i>	Date 3/8/06
	Print Name Lisa Szablauskis	
	Title Contract Specialist	
	For DE LAGE LANDEN FINANCIAL SERVICES, INC.	
	Lease Number 24690894	



CERTIFICATE OF DELIVERY AND ACCEPTANCE (Master Lease)

To: DE LAGE LANDEN FINANCIAL SERVICES, INC. ("Lessor")

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	NEW	HYSTER	H60FT	L177B01775C	FORKLIFT
Equipment Location SAME AS ABOVE						
City _____ County _____ State _____ Zip _____						

The undersigned hereby acknowledges and agrees that the undersigned has unconditionally accepted all of the Equipment described above in accordance with Master Lease Schedule No. 20 ("Lease") issued pursuant to Master Lease Agreement Number 215 ("Agreement") between the undersigned lessee and Lessor, and that the Equipment has been delivered, inspected, installed and is in good-working condition. The undersigned hereby approves and authorizes payment by Lessor to the Supplier of the Equipment. The undersigned agrees that a facsimile copy of this certificate with facsimile signatures may be treated as an original and will be admissible as evidence of this certificate and Lessee's acceptance of the Equipment.

LESSEE SIGNATURE	Lessee SHAPES LLC.
	Signature
	Print Name Joe Carpenter
	Title Sr. Buyer
	Date 2-8-06

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24690875
MASTER LEASE SCHEDULE
(\$1.00 Purchase Option)

Schedule No.
21

Purchase Order No.

This Master Lease Schedule No. 21 ("Lease") is by and between SHAPES L.L.C. ("Lessee") and De Lage Landen Financial Services, Inc. ("Lessor") and incorporates the terms and conditions of that certain Master Lease Agreement Number 215 ("Agreement") between Lessee and Lessor. The words you and your are used in this Lease to mean the Lessee identified above and the words we, us and our are used in this Lease to mean the Lessor identified above.

We hereby lease to you and you hereby lease from us the equipment described below for the Initial Term and on the terms and conditions set forth herein.

LESSEE	Lessee Name	SHAPES L.L.C.		
	Address	9000 RIVER RD		
	City	State	Zip	
	DELAIR	NJ	081103	
	Phone	856-662-5500		

SUPPLIER	Supplier Name	MODERN HANDLING EQUIPMENT - PA		
	Address	2501 DURHAM RD.		
	City	State	Zip	
	BRISTOL	PA	19007	
	Phone	(215) 943-9100		

Quantity	Equipment Make	Model	Serial Number(s)	Description
1	NEW HOLLAND	LW110	ZEFOLW11000495124	LOADER
Equipment Location SAME AS ABOVE				
City County State Zip CAMDEN				

PAYMENT INFORMATION	Rental Payment (plus applicable taxes)	Initial Term in Months	Per-Diem Rent (plus applicable taxes)
	2,093.08	36	
	You agree to pay per-diem rent from the date you accept the Equipment to the last day of the month in which you accept the Equipment. The total per-diem rent is due with your first or second Rental Payment as billed by us. You agree to pay at the time you sign this Lease <u>ONE</u> Rental Payment(s) plus applicable taxes as an advance payment. If more than one Rental Payment is required in advance, the additional amount will be applied to the end of the Initial Term.		
	<input type="checkbox"/> Lease Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement.		
	Additional Provisions		

PURCHASE OPTION	If no Event of Default exists under this Lease, you will have the option at the end of the Initial Term or any Renewal Term to purchase all (but not less than all) of the Equipment for \$1.00. It is further acknowledged and agreed that you have title to the Equipment and you grant us a security interest in the Equipment and all proceeds of the Equipment.
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OPERATING CONDITIONS	<input type="checkbox"/> If your use of any Equipment exceeds _____ hours per year, you will pay us additional rent equal to \$_____ for each hour of excess use per year.
	<input type="checkbox"/> See the survey of mutually agreeable operating conditions and use of the Equipment ("Survey") attached to and made part of this Lease. You represent and warrant that the terms and conditions of the Survey are true and correct and agree to comply with the terms therein.
	Documentation Fees 200.00

LESSEE SIGNATURE	Signature	Date
	<i>[Signature]</i>	2-17-06
	Print Name	
	Joe Casperson	
	Title	
	Sr. Buyer	
	For	
	SHAPES L.L.C.	
LESSOR SIGNATURE	Signature	Date
	<i>[Signature]</i>	3/8/06
	Print Name	
	YSA Szabolowska	
	Title	
	Contact Specialist	
	For	
	DE LAGE LANDEN FINANCIAL SERVICES, INC.	
	Lease Number	
	24690875	



CERTIFICATE OF DELIVERY AND ACCEPTANCE (Master Lease)

To: DE LAGE LANDEN FINANCIAL SERVICES, INC. ("Lessor")

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	USED	NEW HOLLAND	LW110	ZEFOLW11000495 124	LOADER
Equipment Location SAME AS ABOVE						
City County State Zip CAMDEN						

The undersigned hereby acknowledges and agrees that the undersigned has unconditionally accepted all of the Equipment described above in accordance with Master Lease Schedule No. 21 ("Lease") issued pursuant to Master Lease Agreement Number 215 ("Agreement") between the undersigned lessee and Lessor, and that the Equipment has been delivered, inspected, installed and is in good-working condition. The undersigned hereby approves and authorizes payment by Lessor to the Supplier of the Equipment. The undersigned agrees that a facsimile copy of this certificate with facsimile signatures may be treated as an original and will be admissible as evidence of this certificate and Lessee's acceptance of the Equipment.

LESSEE SIGNATURE	Lessee SHAPE, LLC.
	Signature
	Print Name Joe Casperson
	Title Sr. Buyer
	Date 2-17-06

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24690908
MASTER LEASE SCHEDULE
(\$1.00 Purchase Option)

Schedule No. 22	Purchase Order No.
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This Master Lease Schedule No. 22 ("Lease") is by and between SHAPES L.L.C. ("Lessee") and De Lage Landen Financial Services, Inc. ("Lessor") and incorporates the terms and conditions of that certain Master Lease Agreement Number 215 ("Agreement") between Lessee and Lessor. The words you and your are used in this Lease to mean the Lessee identified above and the words we, us and our are used in this Lease to mean the Lessor identified above.

We hereby lease to you and you hereby lease from us the equipment described below for the Initial Term and on the terms and conditions set forth herein.

LESSEE	Lessee Name SHAPES L.L.C.	SUPPLIER	Supplier Name MODERN HANDLING EQUIPMENT - PA
	Address 9000 RIVER RD		Address 2501 DURHAM RD.
	City DELAIR State NJ Zip 081103		City BRISTOL State PA Zip 19007
	Phone 856-662-5500		Phone (215) 943-9100

EQUIPMENT INFORMATION	Quantity	Equipment Make	Model	Serial Number(s)	Description
	1	DREXEL	SLT30	934288604	FORKLIFT
	1	DREXEL	SLT30	9573961363	FORKLIFT
Equipment Location SAME AS ABOVE					
City		County CAMDEN		State	Zip

PAYMENT INFORMATION	Rental Payment (plus applicable taxes) 1544.66	Initial Term in Months 60	Per-Diem Rent (plus applicable taxes)
	You agree to pay per-diem rent from the date you accept the Equipment to the last day of the month in which you accept the Equipment. The total per-diem rent is due with your first or second Rental Payment as billed by us. You agree to pay at the time you sign this Lease <u>ONE</u> Rental Payment(s) plus applicable taxes as an advance payment. If more than one Rental Payment is required in advance, the additional amount will be applied to the end of the Initial Term.		
	<input checked="" type="checkbox"/> Lease Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement.		
	Additional Provisions		

PURCHASE OPTION	If no Event of Default exists under this Lease, you will have the option at the end of the Initial Term or any Renewal Term to purchase all (but not less than 2%) of the Equipment for \$1.00. It is further acknowledged and agreed that you have title to the Equipment and you grant us a security interest in the Equipment and all proceeds of the Equipment.
------------------------	---

OPERATING CONDITIONS	<input type="checkbox"/> If your use of any Equipment exceeds _____ hours per year, you will pay us additional rent equal to \$_____ for each hour of excess use per year.
	<input type="checkbox"/> See the survey of mutually agreeable operating conditions and use of the Equipment ("Survey") attached to and made part of this Lease. You represent and warrant that the terms and conditions of the Survey are true and correct and agree to comply with the terms therein.
	Documentation Fees 50.00

LESSEE SIGNATURE	Signature <i>[Signature]</i> Date 3-1-06
	Print Name Joe Casperson
	Title Sr Buyer
	For SHAPES L.L.C.
LESSOR SIGNATURE	Signature <i>[Signature]</i> Date 3/8/06
	Print Name Lisa Staddon
	Title Contract Specialist
	For DE LAGE LANDEN FINANCIAL SERVICES, INC.
	Lease Number 24690908

04MHDOC024D



CERTIFICATE OF DELIVERY AND ACCEPTANCE (Master Lease)

To: DE LAGE LANDEN FINANCIAL SERVICES, INC. ("Lessor")

EQUIPMENT IDENTIFICATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	USED	DREXEL	SLT30	934288004	FORKLIFT
	1	USED	DREXEL	SLT30	9573961363	FORKLIFT
Equipment Location SAME AS ABOVE						
City <u>CAMDEN</u> State <u></u> Zip <u></u>						

The undersigned hereby acknowledges and agrees that the undersigned has unconditionally accepted all of the Equipment described above in accordance with Master Lease Schedule No. 22 ("Lease") issued pursuant to Master Lease Agreement Number 215 ("Agreement") between the undersigned lessee and Lessor, and that the Equipment has been delivered, inspected, installed and is in good-working condition. The undersigned hereby approves and authorizes payment by Lessor to the Supplier of the Equipment. The undersigned agrees that a facsimile copy of this certificate with facsimile signatures may be treated as an original and will be admissible as evidence of this certificate and Lessee's acceptance of the Equipment.

LESSOR SIGNATURE	LESSOR	SHAPES LLC.
	Signature	<i>[Signature]</i>
	Print Name	Joe Casperson
	Title	Sr. Buyer
	Date	3-1-06

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24695203



MASTER LEASE SCHEDULE (\$1.00 Purchase Option)

Schedule No. 23	Purchase Order No.
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This Master Lease Schedule No. 23 ("Lease") is by and between SHAPES L.L.C. ("Lessee") and De Lage Landen Financial Services, Inc. ("Lessor") and incorporates the terms and conditions of that certain Master Lease Agreement Number 215 ("Agreement") between Lessee and Lessor. The words you and your are used in this Lease to mean the Lessee identified above and the words we, us and our are used in this Lease to mean the Lessor identified above.

We hereby lease to you and you hereby lease from us the equipment described below for the Initial Term and on the terms and conditions set forth herein.

LESSEE	Lessee Name SHAPES L.L.C.	SUPPLIER	Supplier Name MODERN HANDLING EQUIPMENT - PA
	Address 9000 RIVER RD		Address 2501 DURHAM RD.
	City DELAIR State NJ Zip 081103		City BRISTOL State PA Zip 19007
	Phone 856-662-5500		Phone (215) 943-9100

EQUIPMENT INFORMATION	Quantity	Equipment Make	Model	Serial Number(s)	Description
	2	DREXEL	SLT30	9648741625	9598341404 FORKLIFTS
	1	DREXEL	SLT30	935962693	FORKLIFT
	*1	DREXEL	SLT30	943875887	FORKLIFT
	Equipment Location SAME AS ABOVE				
	City CAMDEN		State 		Zip

PAYMENT INFORMATION	Rental Payment (p/us applicable taxes) 3089.33	Initial Term in Months 60	Per-Diem Rent (plus applicable taxes)
	You agree to pay per-diem rent from the date you accept the Equipment to the last day of the month in which you accept the Equipment. The total per-diem rent is due with your first or second Rental Payment as billed by us. You agree to pay at the time you sign this Lease <u>ONE</u> Rental Payment(s) plus applicable taxes as an advance payment. If more than one Rental Payment is required in advance, the additional amount will be applied to the end of the Initial Term.		
	<input checked="" type="checkbox"/> Lessee Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement.		
	Additional Provisions		

PURCHASE OPTION	If no Event of Default exists under this Lease, you will have the option at the end of the Initial Term or any Renewal Term to purchase all (but not less than all) of the Equipment for \$1.00. It is further acknowledged and agreed that you have title to the Equipment and you grant us a security interest in the Equipment and all proceeds of the Equipment.
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OPERATING CONDITIONS	<input type="checkbox"/> If your use of any Equipment exceeds _____ hours per year, you will pay us additional rent equal to \$_____ for each hour of excess use per year.
	<input type="checkbox"/> See the survey of mutually agreeable operating conditions and use of the Equipment ("Survey") attached to and made part of this Lease. You represent and warrant that the terms and conditions of the Survey are true and correct and agree to comply with the terms therein.
	Documentation Fees 50.00

LESSEE SIGNATURE	Signature <i>[Signature]</i> Date 3/28/06
	Print Name Joe Caporaso
	Title Sr. Buyer
	For SHAPES L.L.C.
LESSOR SIGNATURE	Signature <i>[Signature]</i> Date 3/27/06
	Print Name LISA Szabolcs
	Title Contract Specialist
	For DE LAGE LANDEN FINANCIAL SERVICES, INC.
	Lease Number 24695203

04MHDOC0240



CERTIFICATE OF DELIVERY AND ACCEPTANCE (Master Lease)

To: DE LAGE LANDEN FINANCIAL SERVICES, INC. ("Lessor")

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	2	USED	DREXEL	SLT30	9648741625	9598341404 FORKLIFTS
	1	USED	DREXEL	SLT30	935962693	FORKLIFT
	1	USED	DREXEL	SLT30	943875887	FORKLIFT
Equipment Location SAME AS ABOVE						
City _____ County <u>CAMDEN</u> State _____ Zip _____						

The undersigned hereby acknowledges and agrees that the undersigned has unconditionally accepted all of the Equipment described above in accordance with Master Lease Schedule No. 23 ("Lease") issued pursuant to Master Lease Agreement Number 215 ("Agreement") between the undersigned lessee and Lessor, and that the Equipment has been delivered, inspected, installed and is in good-working condition. The undersigned hereby approves and authorizes payment by Lessor to the Supplier of the Equipment. The undersigned agrees that a facsimile copy of this certificate with facsimile signatures may be treated as an original and will be admissible as evidence of this certificate and Lessee's acceptance of the Equipment.

LESSEE SIGNATURE	Lessee <u>SHAPES L.L.C.</u>
	Signature
	Print Name <u>Joe Casperson</u>
	Title <u>Sr. Buyer</u>
	Date <u>2-28-06</u>

04MHDC0328

Jun-20-06 07:49am From: MODERN HANDLING EQUIP

215-943-4978

T-351 P.02/02 F-519

#24-695203

EQUIPMENT/COLLATERAL SUBSTITUTION ADDENDUM

This ADDENDUM ("Addendum") is made a part of and amends that certain Master Lease Schedule #23 AGREEMENT dated as of 2/28/06 ("Agreement") by and between DE LAGE LANDEN FINANCIAL SERVICES, INC. ("DLL") and Shapes LLC ("Customer"). Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound and pursuant to the terms and conditions of the Agreement, it is hereby agreed as follows:

1. Customer acknowledges receipt of the Substitution Collateral (described below) in substitution for the Original Collateral (described below) which was originally delivered to and/or provided as security for DLL pursuant to the Agreement. The Substitution Collateral was received by Customer on May 1, 2006 from Modern Handling Equipment Company, whose address is 2501 Durham Road, Bristol, PA 19007.

Original Collateral

Description: Forklift
Make: Drexel
Model: SLT30
Serial: 9648741625
Number:
Attachments:
Quantity: 1

Substitution Collateral

Description: Forklift
Make: Drexel
Model: SLT30
Serial: 917783206
Number:
Attachments:
Quantity: 1

2. Customer acknowledges and agrees that all of the terms and provisions of the Agreement, under which the undersigned is obligated to DLL, shall apply to the Substitution Collateral being substituted and that such Agreement shall continue in full force and effect as if such Substitution Collateral was originally delivered to Customer and/or provided as security for DLL.

3. The undersigned has accepted the Substitution Collateral described above in accordance with the Agreement and that the Substitution Collateral has been delivered, inspected, installed and in good working condition.

4. ALL other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on the dates set forth below.

Dated: 6-1-06

Shapes LLC

By: 

Print name: Joe Carpenter

Title: Sc Buyer

Dated: 6-20-06

DE LAGE LANDEN FINANCIAL SERVICES, INC.

By: 

Print name: Michael L. Woy

Title: SSA



24747729

MASTER LEASE SCHEDULE (Fair Market Value Purchase Option)

Schedule No. 25	Purchase Order No.
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This Master Lease Schedule No. 25 ("Lease") is by and between **SHAPES L.L.C.** ("Lessee") and De Lage Landen Financial Services, Inc. ("Lessor") and incorporates the terms and conditions of that certain Master Lease Agreement Number 215 ("Agreement") between Lessee and Lessor. The words you and your are used in this Lease to mean the Lessee identified above and the words we, us and our are used in this Lease to mean the Lessor identified above.

We hereby lease to you and you hereby lease from us the equipment described below for the Initial Term and on the terms and conditions set forth herein.

LESSEE Lessee Name SHAPES L.L.C. Address 9000 RIVER RD City DELAIR State NJ Zip 081103204 Phone	SUPPLIER Supplier Name MODERN HANDLING EQUIPMENT Address 2501 DURHAM RD City BRISTOL State PA Zip 19007 Phone
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Quantity	Equipment Make	Model	Serial Number(s)	Description
1	HYSTER	H80FT	L177B03453C	FORKLIFT
Equipment Location 9000 RIVER RD City DELAIR County NJ State 081103204 Zip				

PAYMENT INFORMATION Rental Payment (p/us applicable taxes) \$797.43 You agree to pay per diem rent from the date you accept the Equipment to the last day of the month in which you accept the Equipment. The total per diem rent is due with your first or second Rental Payment as billed by us. You agree to pay at the time you sign this Lease <u>ZERO</u> Rental Payment(s) plus applicable taxes as an advance payment. If more than one Rental Payment is required in advance, the additional amount will be applied to the end of the Initial Term. <input type="checkbox"/> Lease Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement. Additional Provisions Lease inclusive of maintenance fees.	Initial Term in Months 60 Per-Diem Rent (plus applicable taxes)	
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PURCHASE OPTION	If no Event of Default exists under this Lease, you will have the option at the end of the Initial Term or any Renewal Term to purchase all (but not less than 25%) of the Equipment for a purchase price equal to the Equipment's fair market value. You must give us at least 60 days written notice before the end of the Initial Term, or any Renewal Term as applicable, that you will purchase the Equipment for the fair market value or that you will return the Equipment to us. We will use our reasonable judgment to determine the Equipment's fair market value. If you do not agree with our determination of the Equipment's fair market value, the fair market value (on a retail basis) will be determined at your expense by an independent appraiser selected by us. Upon payment of the Equipment's fair market value, we shall transfer our interest in the Equipment to you "AS-IS, WHERE-IS" without any representation or warranty whatsoever and this Lease will terminate.
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OPERATING CONDITIONS	<input type="checkbox"/> If your use of any Equipment exceeds 2000 hours per year, you will pay us additional rent equal to \$ 2.5 for each hour of excess use per year. <input checked="" type="checkbox"/> See the survey of mutually agreeable operating conditions and use of the Equipment ("Survey") attached to and made part of this Lease. You represent and warrant that the terms and conditions of the Survey are true and correct and agree to comply with the terms therein.
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LESSEE SIGNATURE Signature Print Name Joe Caperson Title Sr Buyer For SHAPES L.L.C.	Date 7-12-08
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LESSOR SIGNATURE Signature Print Name Title For DE LAGE LANDEN FINANCIAL SERVICES, INC. Lease Number:	Date
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MASTER LEASE AGREEMENT

Master Lease Agreement No. 215

TO OUR VALUED CUSTOMER: This Master Lease Agreement ("Agreement") has been written in "Plain English". The words you and your are used in this Agreement to mean the Lessee identified below. The words we, us and our are used in this Agreement to mean the Lessor, which is DE LAGE LANDEN FINANCIAL SERVICES, INC. and any of its affiliates, subsidiaries, successors or assigns. Our address is 1111 Old Eagle School Road, Wayne, PA 19087.

LESSEE	Fed'l Legal Name	SHAPES L.L.C.		
	Address	9000 RIVER RD		
	City	State	Zip	
	DELAIR	NJ	081103204	

INSURANCE & TAXES: You are required to provide and maintain insurance related to the Equipment, and to pay any property, use and other taxes related to this Agreement, any Master Lease Schedule to this Agreement or the Equipment. (See Sections 4 and 5 of this Agreement.)

TERMS AND CONDITIONS

This Agreement is dated as of _____, and is by and between De Lage Landen Financial Services, Inc., the "Lessor", with offices and a Lease Processing Center located at 1111 Old Eagle School Road, Wayne, Pennsylvania 19087, its successors and assigns and the above referenced lessee. The parties hereto for good and valuable consideration and intending to be legally bound hereby agree as follows:

1. **LEASE, DELIVERY AND ACCEPTANCE.** You agree to lease from us and we agree to lease to you the equipment and other items (collectively "Equipment") described in any Master Lease Schedule to this Agreement. The general terms and conditions of this Agreement will be incorporated by reference into each such Master Lease Schedule. Each Master Lease Schedule to this Agreement shall hereinafter be referred to as a "Lease". Each Lease shall constitute a separate lease agreement incorporating all the terms and conditions of this Agreement. If there is a conflict between this Agreement and a Lease, the provisions of the Lease shall govern. You will arrange, at your sole cost and expense, for the delivery of the Equipment to you at the Equipment location specified in the Lease. If, for any reason, the Supplier (as defined in Section 3) and/or the manufacturer of the Equipment fails to deliver, or delays the delivery of the Equipment or if, for any reason, the Equipment is unsatisfactory, you agree that we are not liable for, and you shall not make any claim against us for, damages or for specific performance of this Agreement and/or any Lease. When the Equipment is delivered to you, you agree to inspect it to determine if it is in good working order. The initial term of each Lease ("Initial Term") will begin on the date when the Equipment is irrevocably accepted by you. The Equipment will be irrevocably accepted by you upon: a) the delivery to us of a signed Certificate of Delivery and Acceptance (if requested by us); or b) 10 days after delivery of the Equipment to you if previously we have not received written notice from you of your non-acceptance. The Initial Term shall continue for the period specified in each Lease. Any renewal term ("Renewal Term") shall begin at the expiration, as applicable, of the Initial Term or any preceding Renewal Term (the Initial Term and any Renewal Terms shall collectively be referred to as the "Term"). You agree to pay any advance Rental Payments as set forth in each Lease when the Equipment is accepted by you and remaining Rental Payments on the first day of each successive month thereafter or as otherwise directed by us through the expiration of the Term. You will make all payments required under each Lease to us at such address as we may specify in writing. Whenever any payment is not made by you within 10 days of its due date, you agree to pay to us, not later than one month thereafter, a late charge calculated at the rate of five percent (5%) of each such delayed payment, or \$10.00, whichever is greater, but only to the extent permitted by law. YOUR OBLIGATION TO PAY SUCH RENTAL PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL AND IS NOT SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE, OR COUNTER-CLAIM FOR ANY REASON WHATSOEVER.

2. **WARRANTY MATTERS.** We transfer to you for the Term any warranties made by the manufacturer or the Supplier under any purchase or supply contract ("Supply Contract"). We are leasing the Equipment to you "AS-IS" and you agree that we are not responsible for the performance, maintenance or servicing of the Equipment. YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND THE SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT ASSERT ANY CLAIM AGAINST US FOR ANY LOSS, DAMAGE OR INJURY CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY OR CONSEQUENTIALLY BY THE EQUIPMENT, ANY INADEQUACY, DEFICIENCY OR DEFECT OF OR RELATED TO THE EQUIPMENT, OR BY ANY INCIDENT WHATSOEVER IN CONNECTION WITH THE EQUIPMENT, ARISING IN STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, OR IN ANY WAY RELATED TO OR ARISING OUT OF THIS AGREEMENT OR ANY LEASE. YOU AGREE THAT NEITHER THE SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO DO US IN ANY WAY. WE MAKE NO WARRANTY AS TO THE TREATMENT OF THIS AGREEMENT AND/OR ANY LEASE FOR TAX OR ACCOUNTING PURPOSES.

3. **EQUIPMENT LOCATION; USE AND REPAIR; RETURN.** You will keep and use the Equipment only at the Equipment Location specified in the Lease. You may not move the Equipment without our prior written consent, which we will not unreasonably withhold. At your own expense, you will keep, use and maintain the Equipment as required by applicable insurance policies, all applicable laws and regulations and all applicable Supplier and manufacturer requirements and instructions. You will keep the Equipment in as good operating condition as when it was delivered to you, ordinary wear and tear resulting from proper use only excepted, and will provide all maintenance and service and make all repairs or replacements reasonably necessary for such purpose. In the event the Rental Payments include the cost of maintenance and/or service being provided by the Supplier and/or manufacturer, you agree that we are not responsible for providing any such maintenance and/or service. You will make all claims for maintenance and/or service directly to the Supplier and/or manufacturer and your obligation to make all required Rental Payments will remain unconditional. You will not in any event subject the Equipment to any abusive, corrosive or abnormal working conditions or any environmentally hazardous substance (under any applicable federal, state or local law, rule or regulation), without our prior written consent. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless otherwise stated, you must give us written notice at least 60 days prior to the expiration of the Term of your intent to return the Equipment at the end of the Term. Provided you have given such notice, you will immediately, at the end of the Term, deliver the Equipment in the condition required under this Agreement and/or any Lease to the supplier stated on the Lease ("Supplier") or to any other location specified by us. If we reasonably determine that the Equipment, once it is returned, is not in the condition required above, we may repair, service, upgrade, modify or overhaul the Equipment to achieve such condition and, upon demand, you will reimburse us for all of our reasonable expenses to do so. You will pay all expenses of shipping, and you will insure the Equipment for its full replacement value during shipping. If you fail to notify us, or having notified us, fail to return the Equipment in accordance with the terms and conditions of this Agreement and/or the Lease, the Lease will automatically renew for consecutive 60 day periods and you agree to continue to make Rental Payments equal to the monthly Rental Payment in the Initial Term or the last Renewal Term as applicable, until you give us notice and deliver the Equipment to us as provided above.

4. **TAXES AND FEES.** You will comply with all laws, regulations and orders relating to the Equipment; this Agreement or any Lease. You will be responsible for as and when due and shall indemnify and hold us harmless from and against all present and future taxes and other governmental charges, including, without limitation, those for sales, use, leasing and stamp taxes, license and registration fees, and amounts in lieu of such taxes and charges plus any penalties or interest on any of the above, (all of the foregoing are collectively the "Taxes"), imposed, levied upon, assessed in connection with, or as a result of the purchase, ownership, delivery, leasing, possession or use of the Equipment, or based upon or measured by the Rental Payments or receipts with respect to this Agreement or any Lease. If you do not pay any of the Taxes, we have the right, but not the obligation, to pay them on your behalf. You will not, however, be obligated to pay any taxes on or measured by our net income. You authorize us to add to the amount of each Rental Payment

any Taxes that may be imposed on or measured by such Rental Payment. We do not have to contest any Taxes, fines or penalties. We will file all personal property, use or other Tax returns as required by law. You will pay to us on demand, as an additional Rental Payment, the amount of the personal property tax we are required to pay. You agree to reimburse us with the next Rental Payment for any Taxes we pay, plus a fee to us for collecting and administering any Taxes and remitting them to the appropriate authorities and interest thereon at the highest legal rate allowed, from the date due until fully paid. If you do not pay this reimbursement with the next Rental Payment you agree to pay us interest on those amounts at the highest legal rate allowed from the date due until paid in full.

5. **LOSS OR DAMAGE.** As between you and us, you assume and shall be responsible for the entire risk of loss, theft or destruction of, or damage to the Equipment from any and every cause whatsoever (collectively, the "Loss"), whether or not insured, until the Equipment is returned to us at the end of the Term. You are required to make all Rental Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order; or (b) pay us the amounts specified in Section 5(b) below.

6. **INSURANCE.** You will provide and maintain at your sole cost and expense during the entire Term (a) property insurance against all risk of loss, theft, or destruction of or damage to the Equipment from every cause whatsoever for the Equipment's full replacement value, naming us and our successors and assigns as sole loss payee, and (b) comprehensive public liability and third party property insurance covering any liability resulting from the purchase, ownership, leasing, maintenance, use, operation or return of the Equipment, naming us and our successors and assigns as an additional insured. You will give us insurance certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days advance notice of any cancellation or material change of such insurance. You hereby appoint us as your attorney-in-fact (which power is coupled with an interest) to make claim for, receive payment of, and execute and endorse all documents, checks or drafts resolved in payment for loss or damage under any such insurance policy. If you do not give us evidence of insurance acceptable to us, we have the right, but not the obligation, to obtain insurance covering our interest in the Equipment for all or any portion of the Term from an insurer of our choice, including an insurer that is our affiliate. In the event that we do obtain such insurance, you agree to pay an insurance fee ("Insurance Charge") in addition to each Rental Payment due from you, on which we may make a profit. You will pay the Insurance Charge in equal installments allocated to the remaining Rental Payments or as directed by us. If we purchase insurance, you will cooperate with our insurance agent with respect to the placement of insurance and the processing of claims. Nothing in this Agreement or any Lease will create an insurance relationship of any type between us and any other person. You acknowledge that we are not required to secure or maintain any insurance, and we will not be liable to you if we terminate any insurance coverage that we arrange. If we replace or renew any insurance coverage, we are not obligated to provide replacement or renewal coverage under the same terms, costs, limits, or conditions as the previous coverage.

7. **TITLE; UCC FILINGS; DOCUMENTATION FEES.** Unless you have a \$1.00 purchase option, we are the owner of and will hold title to the Equipment. You will keep, and at your sole expense promptly take all actions necessary to keep, the Equipment free of all liens and encumbrances. Although the Equipment may become attached to real estate, it is and will remain personal property. If we feel it is necessary, you agree to provide us with waivers of interest or liens from anyone claiming any interest in the real estate on which any item of Equipment is located. You agree that this transaction is intended to be a true lease, and the filing of a financing statement under the Uniform Commercial Code ("UCC") or other applicable law shall not be construed as evidence that any security interest was intended to be created, but only to give public notice of our ownership of the Equipment. If any Lease hereunder has a \$1.00 purchase option, or this Agreement or any Lease hereunder is otherwise deemed at any time to be one intended as security, then you grant us a security interest in the Equipment and the proceeds from the sale, lease or other disposition of the Equipment. You appoint us or our designee as your attorney-in-fact to sign and file financing statements covering the Equipment on your behalf where permitted by the UCC or other applicable law, and to do all other things necessary to protect our title and interest in the Equipment. You agree we can file a copy of this Agreement or any Lease as a financing statement under the UCC or other applicable law. You agree to pay us a fee ("Documentation Fee") not to exceed \$250.00 to reimburse our expenses for the preparation and filing of all financing statements, for our other documentation costs and for all ongoing administrative costs during the Initial Term or any Renewal Term of any Lease hereunder.

8. **DEFAULT.** Each of the following shall constitute an "Event of Default" under this Agreement and all Leases: (a) you fail to pay any Rental Payment, or any other payment, as it becomes due and such failure is not cured within 10 days of such due date; (b) you do not perform any of your other obligations under this Agreement, any Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of the same; (c) any representation or warranty made by you proves to be incorrect in any material respect when made; (d) you become insolvent or are generally unable to pay your debts when due, you dissolve or are dissolved, you assign your assets for the benefit of your creditors or seek appointment of a receiver, custodian or other similar official for you or for your assets, or you commence or have commenced against you any action for reorganization, insolvency or reorganization laws; (e) any guarantor of your obligations under this Agreement and/or any Lease dies, does not perform its obligations under a guaranty, or becomes subject to one of the events listed in clause (d) above; or (f) any letter of credit required under this Agreement and/or any Lease is breached, canceled, terminated or not renewed.

9. **REMEDIES.** Upon the occurrence of an Event of Default, we may do one or more of the following: (a) we may cancel or terminate this Agreement and any or all Leases and any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) we may declare the entire unpaid balance of Rental Payments for the unexpired term of any or all of the Leases immediately due and payable without notice or demand and require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Rental Payments for the remainder of the applicable Term plus the present value of our reasonably anticipated residual interest in the Equipment which we have pre-terminated, each discounted to the date of default at the lesser of (1) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining term of the applicable Lease(s), or as reasonably determined by us; or (2) 3% per annum, but only to the extent permitted by law, plus (ii) all other amounts due to or become due under the Lease; (c) we may require you to return the Equipment to us as set forth in Section 3; (d) we or our agent may enter upon the premises peaceably with or without legal process where the Equipment is located and repossess or disable the Equipment and you waive and will not make any claims against us for damages or trespass or any other reason; (e) we may charge you interest on all monies due to us at the rate of eighteen percent (18%) per annum from the date of default until paid but in no event more than the maximum rate permitted by law; and (f) we may exercise any other right or remedy available at law or in equity. You are also required to pay all of our costs of enforcing our rights and remedies against you including, without limitation, reasonable attorneys' fees. If we take possession of the Equipment, we may sell, rent or otherwise dis-

pose of it with or without notice, at a public or private sale, on your premises or elsewhere and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law to be given, 10 days' notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds. These remedies are cumulative of every other right or remedy under this Agreement and/or any Lease or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently or separately. No failure or delay on our part in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Agreement or any Lease. A waiver of a default shall not be a waiver of any other or subsequent default. Our recovery hereunder will in no event exceed the maximum recovery permitted by law.

10. **FINANCE LEASE STATUS.** You agree and we agree that each Lease is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code. You acknowledge and agree that either: (a) you have reviewed, approved, and received, a copy of the Supply Contract prior to execution of any Lease or (b) that you have informed you of the identity of the Supplier, that you may have rights under the Supply Contract, and that you may contact the Supplier for a description of those rights. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS AND REMEDIES SET FORTH IN SECTIONS 508 THROUGH 522 OF ARTICLE 2A) CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.

11. **ASSIGNMENT. YOU MAY NOT ASSIGN THIS AGREEMENT, ANY LEASE OR THE RIGHTS HEREUNDER NOR WILL YOU SUBLEASE OR LEND THE EQUIPMENT OR SUBMIT IT TO BE USED BY ANYONE OTHER THAN YOUR EMPLOYEE'S WITHOUT OUR PRIOR WRITTEN CONSENT;** provided, however, that you may sublease the Equipment or assign your rights under a Lease to your affiliate or wholly-owned subsidiary if: (a) you and such sublessee or assignee execute and deliver to us a writing (to be provided by us) in which the sublessee or assignee agrees to assume (joint and several liability with you for the full and prompt payment, observance and performance when due of all of your obligations under such Lease; and (b) we consent to such sublease or assignment, which consent shall not be unreasonably withheld. In no event, however, will any such sublease or assignment discharge or diminish any of your obligations to us under such Lease. We may, without notifying you, sell, assign, or transfer this Agreement or any Lease or our rights in any Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Agreement and any applicable Lease, but not our obligations. The rights of the new owner will not be subject to any claim, defense or set off that you may have against us.

12. **INDEMNIFICATION.** You are responsible for any losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to: (a) the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or (b) any defects in the Equipment. You shall reimburse us for and, if we request, defend us against, any Claims.

13. **REPRESENTATIONS, WARRANTIES AND COVENANTS.** You represent, warrant and covenant that: (a) you are duly organized, validly existing and in good standing under applicable law; (b) you have the power and authority to enter into this Agreement and all Leases and other related instruments or documents (collectively, "Fundamental Agreements"); (c) the Fundamental Agreements are legal, valid and binding obligations of you and are enforceable against you in accordance with their terms and do not violate or create a default under any other instrument or agreement which you are a party to; (d) there are no pending or threatened actions or proceedings before any court or administrative agency that could have a material adverse effect on you; (e) you will obtain any necessary governmental approvals and comply in all material respects with all Federal, state and municipal laws and regulations the violation of which could have a material adverse effect upon the Equipment or your performance of your obligations to us; (f) each Fundamental Agreement will be effective against your creditors under applicable law, including fraudulent conveyance and bulk transfer laws, and will raise no presumption of fraud; (g) annually, within ninety (90) days of your fiscal year-end, you will furnish to us your financial statements prepared in accordance with generally accepted accounting principles that accurately present your financial position as of the dates given on such statements; (h) you will provide to us opinions of counsel, resolutions, and such other information and documents as we may reasonably request; (i) ALL EQUIPMENT IS LEASED FOR BUSINESS PURPOSES ONLY, AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; and (j) all Equipment is tangible personal property. You will be deemed to have reaffirmed the foregoing each time you execute a Fundamental Agreement. Your representations, warranties and covenants shall survive beyond the term of any Lease. We warrant that we will not interfere with your quiet enjoyment of the Equipment so long as no Event of Default occurs and no event has occurred that with notice, the lapse of time or both would constitute an Event of Default.

14. **TAX TREATMENT AND INDEMNIFICATION.** Unless you have a \$1.00 purchase option, the following provisions shall apply:

(a) Unless otherwise provided for in a specific Lease, it is acknowledged and agreed by the parties that they are entering into this Agreement and each Lease on the following income tax assumptions: (i) that we and the consolidated group of which we are a member (all references to "we" in this Section include such consolidated group) will be treated for all federal income tax purposes (and to the extent allowable, for state and local tax purposes) as the owner of all Equipment leased pursuant to this Agreement and each Lease; (ii) that, for federal and state income tax purposes, each Lease will be treated as a "true lease" of the Equipment; (iii) that we will be entitled to take (x) accelerated depreciation deductions under applicable state law ("Depreciation Deductions"), (y) accelerated cost recovery deductions ("Recovery Deductions") under Section 167(a) and Section 168 (b)(1) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"), and (z) the special depreciation allowance ("Bonus Deduction") under Code Section 168 (k); and (iv) that we will have the maximum federal and state income tax rate applicable to corporations in effect as of the date of our Lease execution ("Determination Date") during each applicable Lease term (which maximum federal and state income tax rate shall remain constant during such term).

(b) You acknowledge and agree that each Lease has been executed by us based upon your following representations and warranties: (i) We will not, under the Code, be required to include in its gross income, for federal income tax purposes, any amount with respect to any improvement, modification or addition made, or permitted to be made, by you to any item of Equipment; (ii) At the time you accept each item of Equipment under each Lease, each such item of Equipment shall have been placed in service within the meaning of Code Section 167 and Code Section 168, but not prior thereto, and the "original use" (as the term is used under the Code) of such item shall commence with us; (iii) We shall be entitled to (x) the maximum available Depreciation Deductions applicable to corporations (determined as of the Determination Date) based on the cost of each item of Equipment as specified in the applicable Lease ("Cost"), (y) Recovery Deductions based upon each item of Equipment Cost over the recovery period, and in those percentages of the Equipment's undepreciated basis (reduced under any Code requirements) for the years, indicated in the applicable Lease; by using (A) the 200% declining balance method permitted under Code Section 168, changing to straight line at such time as will maximize the recovery deductions, (B) the half-year convention and (C) no salvage value, unless otherwise required by operation of Code Section 168 (d) (3) (A), and (z) the Bonus Deduction based upon the applicable Equipment Cost for the year and percentage indicated in the applicable Lease; (iv) for purposes of determining the amount of the Recovery Deductions, our basis for the Equipment will at least equal our Equipment Cost; (v) no item of Equipment is limited use property within the meaning of Rev. Proc. 75-30; (vi) for federal income tax purposes, all amounts included in our gross income with respect to each item of Equipment will be treated

as derived from or allocable to sources within the United States; and (vii) all Equipment Information furnished by us in writing to us or our agents was accurate at the time given.

(c) If by reason of (1) the breach or inaccuracy in law or in fact of any of the representations or warranties set forth in Subsection (b) of this Section, (2) the inaccuracy of any statement or information in any letter or document furnished to us by or on behalf of you in connection with the transactions contemplated under this Agreement or any Lease ("Related Documents"), (3) you, an Affiliate (defined below), assignee or sublessee of you or any user or person or entity in possession of any Equipment (x) committing any act, irrespective of whether such act is required or permitted by this Agreement or any Lease (including but not limited to any improvement, modification, addition, alteration, substitution, replacement or relocation of any item of Equipment), or (y) failing or omitting to take any action required under this Agreement, or any Lease or Related Document or otherwise or (4) any change in the Code occurring after the date hereof, we will (i) lose the right to claim, will not have the right to claim or shall not claim as the result of its good faith determination that such claim is not properly allowable, or shall suffer a disallowance or deferral of, or shall be required to recapture all or any portion of the Recovery Deductions, Depreciation Deductions and/or Bonus Deductions as to any item of the Equipment, (ii) be required to include in its gross income any amount in respect to (x) any alteration, modification or addition, any item, other than an alteration, modification or addition which is permitted without adverse tax consequences to us under Rev. Procs. 75-21, 75-30 or 79-48 or (y) any transaction contemplated by this Agreement or any Lease (other than rent paid by you), or (iii) suffer a decrease in our net return over the then remaining portion of the Lease term (any such occurrence referred to hereinafter as "Loss"), then at our option either (x) the rent will, on and after the next succeeding date for this payment thereon upon notice to you by us that a Loss has occurred, and describing the amount as to which we intend to claim indemnification and the reason for such adjustment in reasonable detail, be increased by such amount, which will cause our net return over the then remaining portion of the Lease term (taking into account the tax effect from deferred utilization of tax basis resulting from changes in the method of calculating Recovery Deductions, Depreciation Deductions and Bonus Deduction) to equal the net return that would have been available if such loss had not occurred, or (y) in lieu of a rent increase, you shall pay to us on such next succeeding date for the payment of rent such sum as will cause our net return over the term of the Lease in respect of the Equipment to equal to the net return that would have been available if such loss had not occurred (all such net return computations as so determined by us). If such Loss occurs after the expiration or termination of a Lease, we will notify you of such Loss and you will, within sixty (60) days after such notice, pay to us such sum as required by the preceding clause (y). You will forthwith pay on demand to us an amount on an after-tax basis which will be equal to the amount of any interest and/or penalties which may be assessed by the United States or any state against us as a result of the Loss.

(d) You agree that neither you nor any person controlled by you, in control of you, or under common control with you, directly or indirectly (an "Affiliate"), will at any time file any Federal, state or local income tax return in the United States that is inconsistent with the assumptions set forth in Subsection (a) of this Section or with the representations and warranties set forth in Subsection (b) of this Section or file any other document in a manner that causes a Loss. You and each of your Affiliates will file such returns, execute such documents and take such actions as may be reasonable and necessary to facilitate accomplishment of the intent hereof. You will maintain sufficient records to enable us to determine and verify our federal and state income tax liability with respect to the transactions contemplated by each Lease and to determine and verify our potential tax liability with respect to each other taxing jurisdiction. In addition, within 30 days after notice you shall provide such information as we may reasonably request to enable us to fulfill its tax return filing obligation, to respond to requests for information, to verify information in connection with any income tax audit and to participate effectively in any tax contest.

(e) For purposes of this Section, a Loss will occur upon the earliest of (1) the happening of any event which may cause such Loss, (2) the payment by us to the Internal Revenue Service of the tax increase resulting from such Loss, or (3) the adjustment of the tax return of us to reflect such Loss. We will be responsible for and will not be entitled to a payment under this Section on account of any Loss due solely to one or more of the following events: (i) the failure of us to have sufficient taxable income to benefit from the Recovery Deductions, Depreciation Deductions and/or Bonus Deduction; (ii) any disposition of the Equipment by us prior to an Event of Default which has occurred and is continuing under the Lease; or (iii) the failure of us to timely or properly claim the Recovery Deductions, Depreciation Deductions and/or Bonus Deduction on its tax returns, unless we shall have previously determined, based upon a written opinion of tax counsel to us, that substantial authority does not exist in favor of making such claim or such failure is due to your not timely providing us with information required by Subsection (d).

(f) The indemnities and assumptions of liability provided herein and all our rights and privileges herein will inure to the benefit of our successors and assigns and will continue in full force and effect notwithstanding the expiration or termination of the Lease.

15. **MISCELLANEOUS.** You agree that the terms and conditions contained in this Agreement and each Lease make up the entire agreement between you and us regarding the lease of the Equipment. No agreements or understandings shall be binding on you or us unless set forth in writing and signed by you and us. Any change in any of the terms and conditions of this Agreement or any Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Agreement and/or any Lease hereunder. Time is of the essence under this Agreement and each Lease. Any waiver by us of any breach or default will not constitute a waiver by us of any additional or subsequent breach or default nor shall it be a waiver of any of our rights. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. mail, addressed to the party receiving the notice at its address shown on the front of this Agreement (or to any other address specified by that party in writing) with first class postage prepaid. All of our rights and indemnities will survive the termination of this Agreement. Our rights, privileges and indemnities, to the extent they are fairly attributable to events or conditions occurring or existing during the term of any Lease, shall survive and be enforceable by us and our successors and assigns. If any provision of this Agreement or any Lease is, for any reason, held unenforceable in any jurisdiction, such provision shall be ineffective in such jurisdiction without affecting the enforceability of any other provisions of this Agreement or any Lease. Any provision which is unenforceable in one jurisdiction shall not affect the enforceability of such provision in other jurisdictions. THIS AGREEMENT AND EACH LEASE HEREUNDER SHALL BE GOVERNED BY THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICT OF LAW PROVISIONS) OF THE COMMONWEALTH OF PENNSYLVANIA. You hereby consent and agree that non-exclusive jurisdiction, personal or otherwise, over you and the Equipment shall be with the courts of the Commonwealth of Pennsylvania or the Federal District Court for the Eastern District of Pennsylvania, solely at our option, with respect to any provision of this Agreement or any Lease hereunder. You waive any objection relating to improper venue or forum non conveniens to the conduct of any proceeding in any such court. YOU ALSO AGREE TO WAIVE YOUR RIGHT TO A TRIAL BY JURY. The parties agree that the charges in this Agreement and/or any Lease shall not be a violation of usury or other law. Any such excess charges shall be applied in such order to conform to this Agreement and/or any Lease to such applicable law(s). If you do not perform any of your obligations under this Agreement and/or any Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. If more than one Lessee has signed this Agreement or any Lease, each of you agree that your liability is joint and several.

BY SIGNING THIS AGREEMENT AND EACH LEASE: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON EACH PAGE OF THIS AGREEMENT AND EACH LEASE, (ii) YOU AGREE THAT THIS AGREEMENT AND EACH LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS AGREEMENT AND EACH LEASE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON, (iii) YOU WARRANT THAT THE PERSON SIGNING THIS AGREEMENT AND EACH LEASE FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWERS OF ATTORNEY SET FORTH IN THIS AGREEMENT, AND (iv) YOU CONFIRM THAT YOU HAVE DECIDED TO ENTER INTO THIS AGREEMENT AND EACH LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL PURCHASE PRICE.

LESSEE SIGNATURE	Signature	Date
	Print Name	7-12-06
	Title	Joe Casperson
	For	SHAPES, L.L.C.

LESSOR	Signature	Date
	Print Name	7-21-06
	Title	Contract Specialist
	For	DE LAGE LANDEN FINANCIAL SERVICES, INC.



CERTIFICATE OF DELIVERY AND ACCEPTANCE (Master Lease)

To: DE LAGE LANDEN FINANCIAL SERVICES, INC. ("Lessor")

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	NEW	HYSTER	H60FT	L177B03453C	FORKLIFT
Equipment Location 9000 RIVER RD						
City DELAIR		County		State NJ	Zip 081103204	

The undersigned hereby acknowledges and agrees that the undersigned has unconditionally accepted all of the Equipment described above in accordance with Master Lease Schedule No. 25 ("Lease") issued pursuant to Master Lease Agreement Number 215 ("Agreement") between the undersigned lessee and Lessor, and that the Equipment has been delivered, inspected, installed and is in good-working condition. The undersigned hereby approves and authorizes payment by Lessor to the Supplier of the Equipment. The undersigned agrees that a facsimile copy of this certificate with facsimile signatures may be treated as an original and will be admissible as evidence of this certificate and Lessee's acceptance of the Equipment.

LESSEE SIGNATURE	Lessee SHAPES, L.L.C.
	Signature
	Print Name Joe Casperson
	Title S. Buyer
	Date 3/1/06

06MHDOC103

SURVEY OF OPERATING CONDITIONS AND USE OF THE EQUIPMENT**("Survey")**

____ ("Lessor") Lease Agreement/Lease Schedule ("Lease") relating to the below described equipment ("Equipment")

EQUIPMENT INFORMATION	Year	Full Serial Number	Make	Model	Description
	NEW	L177B03453C	HYSTER	H60FT	LIFT TRUCK

Please fill out this Survey completely. This document is the survey of mutually agreeable operating conditions and use of the equipment referenced in the above Lease.

Full Legal Name SHAPES L.L.C.

Equipment Location 9000 RIVER RD

City DELAIR

State NJ

Zip Code 081103204

I. Maximum annual usage: 2000 hours (per unit)

(Please note that any hours in excess of the amount specified above will be charged an average amount per the terms of this Lease.)

II. Specific Equipment Usage: (for example: raw apples in bushel crates being moved from loading dock to processing; or boxed jars of apple sauce being moved from warehouse to loading dock)

Describe the products or material ("Product") to be moved or transported by or with the Equipment: Manufacturing of aluminum
extrusion moving pallets of misc freight

Describe conditions adversely affecting the Equipment, if any (Please provide all applicable details):

Please note any exposure to: ☐ Corrosives ☐ Heat ☐ Metal Shavings ☐ Hazardous Materials/Environment (Please check the appropriate box)

Lessor understands that equipment is occasionally operated in an industry that may indicate a more severe application than the particular usage of the specific equipment (e.g. a forklift in a foundry used to unload and load trucks which does not ever go near the furnace and is not exposed to high heat or dust). In an instance like this, it is especially important for Lessee to provide a detailed explanation in this Section II.

III. Application Guide: Please check the box for the application which best describes how and where the Equipment will be used.

- ☒ **Normal/Clean:** The Equipment will encounter few (if any) abrasive, corrosive, abnormal or adverse conditions. Typically, this would apply to light manufacturing, general warehousing, pharmaceuticals and transportation.
- ☐ **Not Normal/Clean:** Applications where "Clean", "Moderate and "Severe" do NOT apply and/or usage is not normal. Typically, this would apply to lightly dusty and/or fibrous conditions, slightly wet applications, uneven/rutted floors, brickyards, lumberyards, plastics manufacturing.
- ☐ **Moderate:** Applications where additional options and/or maintenance are required because of the operating environment. Typically, this would apply to paper mills, textile mills, concrete handling, cold storage, freezer, highly dusty and/or fibrous operating environments, agriculture, sand, textiles manufacturing and very wet conditions.
- ☐ **Severe:** Operating environments that will clearly reduce the Equipment's useful life. Typically, this would apply to foundries, forging, furnaces, refractories, paper or metal recycling, abrasive manufacturing, acid, brine and pickling, salt water environments, chemical plants, corrosives, fertilizer plants, metalworking, steel mills, poultry and fish processing, tanneries and hide processing plants/locations.

The undersigned, duly authorized on behalf of the Lessee, hereby certifies that the above information is true and correct as of the date hereof.

DEALER CONCURRENCE	Dealer	MODERN HANDLING EQUIPMENT
	Signature X	<i>Gerald Couch</i>
	Print Name	Gerald Couch
	Title	President
	Date	7-14-06

LESSEE SIGNATURE	Lessee	SHAPES L.L.C.
	Signature X	<i>Joe Carpersen</i>
	Print Name	Joe Carpersen
	Title	So. Buyer
	Date	7-12-06



24809234
MASTER LEASE SCHEDULE

Schedule No. 25 Purchase Order No.

This Master Lease Schedule No. 25 ("Lease") is by and between SHAPES L.L.C. ("Lessee") and De Lage Landen Financial Services, Inc. ("Lessor") and incorporates the terms and conditions of that certain Master Lease Agreement Number 215 ("Agreement") between Lessee and Lessor. The words you and your are used in this Lease to mean the Lessee identified above and the words we, us and our are used in this Lease to mean the Lessor identified above.

We hereby lease to you and you hereby lease from us the equipment described below for the Initial Term and on the terms and conditions set forth herein.

LESSEE	Lessee Name	SHAPES L.L.C.		
	Address	9000 RIVER RD		
	City	State	Zip	
	DELAIR	NJ	081103204	
	Phone			

SUPPLIER	Supplier Name	MATERIAL HANDLING SUPPL		
	Address	PO BOX 827043		
	City	State	Zip	
	PHILADELPHIA	PA	19182	
	Phone			

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	NEW	NISSAN	PL60LP	UG1E2-9L0009	FORKLIFT
	Eq. current Location: 9000 RIVER RD					
	City	County		State	Zip	
	DELAIR			NJ	081103204	

PAYMENT INFORMATION	Rental Payment (plus applicable taxes)	Initial Term in Months	Per-Diem Rent (plus applicable taxes)
	\$602.60	60	
	You agree to pay per-diem rent from the date you accept the Equipment to the last day of the month in which you accept the Equipment. The total per-diem rent is due with your first or second Rental Payment as owed by us. You agree to pay at the time you sign this Lease TWO(2) Rental Payment(s) plus applicable taxes as an advance payment. If more than one Rental Payment is required in advance, the additional amount will be applied to the end of the Initial Term.		
	<input checked="" type="checkbox"/> Lease Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement.		
	Additional Provisions Lease includes sales tax and maintenance fees.		

OPERATING CONDITIONS	At the end of Lease Option is Fair Market Value, see attached Survey of mutually agreeable operating conditions and use of the Equipment, as made part of this Lease
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LESSEE SIGNATURE	Signature	Date
		3-1-07
	Print Name	Joe Casperson
	Title	Sr. Buyer
	For	SHAPES L.L.C.
LESSOR SIGNATURE	Signature	Date
		3-23-07
	Print Name	Helen Garmuk
	Title	CSFS
	For	DE LAGE LANDEN FINANCIAL SERVICES, INC.
	Lease Number	24809234



CERTIFICATE OF DELIVERY AND ACCEPTANCE (Master Lease)

To: DE LAGE LANDEN FINANCIAL SERVICES, INC. ("Lessor")

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	NEW	NISSAN	PL60LP	UG1F2-9L0009	FORKLIFT
Equipment Location 9000 RIVER RD						
City DELAIR						
County						
State NJ						
Zip 081103204						

The undersigned hereby acknowledges and agrees that the undersigned has unconditionally accepted all of the Equipment described above in accordance with Master Lease Schedule No. 25 ("Lease") issued pursuant to Master Lease Agreement Number 215 ("Agreement") between the undersigned lessee and Lessor, and that the Equipment has been delivered, inspected, installed and is in good-working condition. The undersigned hereby approves and authorizes payment by Lessor to the Supplier of the Equipment. **The undersigned agrees that a facsimile copy of this certificate with facsimile signatures may be treated as an original and will be admissible as evidence of this certificate and Lessee's acceptance of the Equipment.**

LESSEE SIGNATURE	Lessee SHAPES L.L.C.
	Signature
	Print Name Joe Casperson
	Title Sr. Buyer
	Date 3-1-07

06MHDOC103

SURVEY OF OPERATING CONDITIONS AND USE OF THE EQUIPMENT

("Survey")

DLLFS, INC. ("Lessor") Lease Agreement/Lease Schedule ("Lease") relating to the below described equipment ("Equipment")

EQUIPMENT INFORMATION	Year	Full Serial Number	Make	Model	Description
	NEW	UG1FA-940009	NISSAN	PL60LP	FORKLIFT

Please fill out this Survey completely. This document is the survey of mutually agreeable operating conditions and use of the equipment referenced in the above Lease.

Full Legal Name SHAPES L.L.C.Equipment Location 9000 RIVER RDCity DELAIR State NJ Zip Code 081103204

I. If YOUR use of any unit of Equipment exceeds 2000 hours ("Allowed Hours") per year, respectively, YOU agree to pay US as additional rent for each excess hour per year per applicable unit(s) of Equipment, respectively, an amount determined by multiplying the monthly Lease Payment applicable to each applicable unit of Equipment by 12, dividing the resulting number by the number of Allowed Hours, and then multiplying the number resulting from such division by 1.25 for each unit of Equipment that exceeds the Allowed Hours.

II. Specific Equipment Usage: (for example: raw apples in bushel crates being moved from loading dock to processing; or boxed jars of apple sauce being moved from warehouse to loading dock)

Describe the products or material ("Product") to be moved or transported by or with the Equipment: _____

Describe conditions adversely affecting the Equipment, if any (Please provide all applicable details): _____

Please note any exposure to: ☐ Corrosives ☐ Heat ☐ Metal Shavings ☐ Hazardous Materials/Environment (Please check the appropriate box)

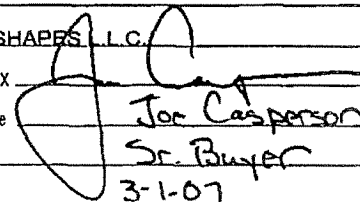
Lessor understands that equipment is occasionally operated in an industry that may indicate a more severe application than the particular usage of the specific equipment (e.g. a forklift in a foundry used to unload and load trucks which does not ever go near the furnace and is not exposed to high heat or dust). In an instance like this, it is especially important for Lessee to provide a detailed explanation in this Section II.

III. Application Guide: Please check the box for the application which best describes how and where the Equipment will be used.

- ☒ **Normal/Clean:** The Equipment will encounter few (if any) abrasive, corrosive, abnormal or adverse conditions. Typically, this would apply to light manufacturing, general warehousing, pharmaceuticals and transportation.
- ☐ **Not Normal/Clean:** Applications where "Clean", "Moderate" and "Severe" do NOT apply and/or usage is not normal. Typically, this would apply to lightly dusty and/or fibrous conditions, slightly wet applications, uneven/rutted floors, brickyards, lumberyards, plastics manufacturing.
- ☐ **Moderate:** Applications where additional options and/or maintenance are required because of the operating environment. Typically, this would apply to paper mills, textile mills, concrete handling, cold storage, freezer, highly dusty and/or fibrous operating environments, agriculture, sand, textiles manufacturing and very wet conditions.
- ☐ **Severe:** Operating environments that will clearly reduce the Equipment's useful life. Typically, this would apply to foundries, forging, furnaces, refractories, paper or metal recycling, abrasive manufacturing, acid, brine and pickling, salt water environments, chemical plants, corrosives, fertilizer plants, metalworking, steel mills, poultry and fish processing, tanneries and hide processing plants/locations.

The undersigned, duly authorized on behalf of the Lessee, hereby certifies that the above information is true and correct as of the date hereof.

DEALER CONCURRENCE	Dealer <u>MATERIAL HANDLING SUPPL</u>
	Signature X _____
	Print Name _____
	Title _____
	Date _____

LESSEE SIGNATURE	Lessee <u>SHAPES L.L.C.</u>
	Signature X 
	Print Name <u>Joe Casperson</u>
	Title <u>Sr. Buyer</u>
	Date <u>3-1-07</u>